

Exhibit A

LEGAL DESCRIPTION

Parcel 1:

All that part of the Southeast one-quarter of the Northeast one-quarter of Section 10, Township 32 South, Range 39 East, lying South of Quay Dock Road (50' Right-of-Way); all of the Northeast one-quarter of the Southeast one-quarter of said Section 10 lying North of 63rd Street (50' Right-of-Way); the Northwest one-quarter of the Southeast one-quarter of said Section 10 lying East of U.S. Highway No. 1 (120' Right-of-Way) less and excepting the South 220 feet thereof.

AND

All that part of the Northwest one-quarter of the Southwest one-quarter of Section 11, Township 32 South, Range 39 East, lying North of 63rd Street (50' Right-of-Way); the West 10 acres of the Southwest one-quarter of the Northwest one-quarter of said Section 11, lying South of Quay Dock Road (50' Right-of-Way); and the East one-half of the East one-half of the Southwest one-quarter of the Northwest one-quarter of said Section 11, lying South of Quay Dock Road (50' Right-of-Way)

All the above being more particularly described as follows:

Commencing at the Southeast corner of the Northwest one-quarter of the Southwest one-quarter of Section 11, Township 32 South, Range 39 East, run North $00^{\circ}44'13''$ East, along the East line of said Northwest one-quarter of the Southwest one-quarter of Section 11 a distance of 25.00 feet to a point on the North right of way of 63rd Street (50' Right-of-Way) and the point of beginning; from said point of beginning run North $89^{\circ}14'13''$ West, along said North right-of-way line, said line lying 25 feet Northerly of, parallel with and normal to the South line of the Northwest one-quarter of the Southwest one-quarter of said Section 11, a distance of 1320.46 feet to a point on the West line of the Northwest one-quarter of the Southwest one-quarter of said Section 11; thence run North $89^{\circ}13'52''$ West along the North right-of-way line of the aforementioned 63rd Street (50' Right-of-Way), said line also being 25 feet Northerly of, parallel with and normal to the South line of the Northeast one-quarter of the Southeast one-quarter of Section 10, Township 32 South, Range 39 East, a distance of 1319.49 feet; thence departing said North Right-of-Way line run North $0^{\circ}20''$ East along the West line of the Northeast one-quarter of the Southeast one-quarter of said Section 10 a distance of 195.00 feet; thence run North $89^{\circ}50'40''$ West a distance of 235.02 feet to the Easterly right-of-way of U.S. Highway No. 1 (120' Right-of-Way), said point being on a curve concave to the East having a radius of 17,128.75 feet, and a central angle of $00^{\circ}29'06''$; thence run Northwesterly along the arc of said curve and the Easterly right-of-way line of U.S. Highway No. 1, a distance of 144.99 feet; thence run North $13^{\circ}03'36''$ West along said Easterly right-of-way, a distance of 920.09 feet to the beginning of a curve concave to the Southeast having a radius of 25.00 feet and a central angle of $104^{\circ}15'29''$; thence run Northeasterly along the arc of said curve and said Easterly right-of-way line, a distance of 45.49 feet; thence run North $00^{\circ}30'49''$ East along said Easterly right-of-way line, a distance of 40.00 feet to a point on the North line of the Northwest one-quarter of the Southeast one-quarter of said Section 10; thence run South $88^{\circ}48'07''$ East along said North line, a distance of 454.14 feet to the Southwest corner of the Southeast one-quarter of the Northeast one-quarter of said Section 10; thence run North $00^{\circ}14'26''$ East along the West line of the Southeast one-quarter of the Northeast one-quarter of said Section 10, a distance of 1329.65 feet to a point on the Southerly right-of-way line of Quay Dock Road (50' right-of-way); thence run South $68^{\circ}59'38''$ East along said Southerly right-of-way line, a distance of 1409.73 feet to the intersection with the East line of Section 10; thence continue along said Southerly right-of-way line, a distance of 343.35 feet to the East line of the West 10 acres of the Southwest one-quarter of the Northwest one-quarter of aforementioned Section 11; thence departing the Southerly right-of-way of Quay Dock Road run South $00^{\circ}07'29''$ West, along said East line, a distance of 718.83 feet to the North line of the Northwest one-quarter of the Southwest one-quarter of said Section 11; thence run South $89^{\circ}21'01''$ East along said North line, a distance of 690.80 feet to the Southwest corner of the East one-half of the East one-half of the Southwest one-quarter of the Northwest one-quarter of said Section 11; thence run North $00^{\circ}44'30''$ East along the West line of said East one-half of the East one-half of the Southwest one-quarter of the Northwest one-quarter, a distance of 459.78 feet to the Southerly right-of-way of the aforementioned Quay Dock Road; thence run South $68^{\circ}59'38''$ East along said Southerly right-of-way line, a distance of 342.82 feet to the intersection with the East line of the Southwest one-quarter of the Northwest one-quarter of said Section 11, thence departing the Southerly right-of-way line of Quay Dock Road run South $00^{\circ}44'30''$ West along said East line, a distance of 340.53 feet to the Northeast corner of the Northwest one-quarter of the Southwest one-quarter of Section 11; thence run South $00^{\circ}44'13''$ West along the aforementioned South line of the Northwest one-quarter of the Southwest one-quarter of Section 11, a distance of 1300.45 feet to the point of beginning.

Exhibit A - continued

LEGAL DESCRIPTION

PARCEL 2:

The East 1/2 of the South 1/2 of the South 1/2 of the SW 1/4 of the NE 1/4 of Section 10, Township 32 South, Range 39 East, lying and being in Indian River County, Florida, LESS AND EXCEPT that portion of the above described property lying West of U.S. Highway No. 1, and LESS AND EXCEPT that portion of the above described property lying within the right of way of U.S. Highway No. 1.

EXHIBIT "B"

**ARTICLES OF INCORPORATION
OF
ANTILLES VERO BEACH HOMEOWNERS' ASSOCIATION, INC.**

The undersigned, acting as incorporator of a corporation pursuant to Chapter 617, Florida Statutes, adopts the following Articles of Incorporation ("Articles"):

**ARTICLE I
NAME**

The name of the corporation shall be **Antilles Vero Beach Homeowners' Association**, (hereinafter referred to as the "**Association**").

**ARTICLE II
PRINCIPAL PLACE OF BUSINESS AND MAILING ADDRESS**

The principal place of business and the mailing address of the Association shall be:
277 SE 5th Avenue, Delray Beach, Florida 33483.

**ARTICLE III
PURPOSE**

The specific purposes for which the Association is organized are:

1. To have all of the powers and privileges granted to corporations not-for-profit under the laws of the State of Florida.
2. To have all of the powers reasonably necessary to implement and effectuate the purposes of the corporation as described in The Antilles Declaration of Covenants and Restrictions (the "**Declaration**") and these Articles.
3. To establish, maintain and operate an Association not-for-profit to assist in the promotion of public safety and health by providing improvement and maintenance for those properties, streets, rights-of-way, and easements not publicly dedicated as shown on the Plat of The Antilles Subdivision (the "**Plat**"), of Indian River County, Florida.
4. To make and establish reasonable rules and regulations covering the use and maintenance of all properties described in the Plat (the "**Property**").
5. To levy and collect, from time to time, assessments against members of the Association to pay expenses of maintenance and repair of areas lying within the Property and for other expenses incurred in implementing the Association's purposes in such manner as may be provided in the Bylaws of the Association (the "**Bylaws**"), the Declaration, and these Articles, including authorized special assessments. The Association shall have a lien upon any property of a member of the Association lying within the Property for the payment of such assessments;

the lien herein provided shall secure the monies due for all assessments levied against a member of the Association or any property owned by such member as provided in the Declaration, the Bylaws, and these Articles, together with interest upon delinquent assessments for all costs and expenses, including a reasonable attorney's fee, which may be incurred by the Association in enforcing its liens, which liens may be recorded in the Public Records of Indian River County, Florida. The lien herein provided shall be subordinate to any institutional first mortgage on the subject property.

6. To enforce the provisions of the Declaration, as it may be amended from time to time.

7. To exert a unified effort for the members of the Association to protect the property values of the members of the Association, and to engage in such other activities as may be to the mutual benefit of the owners of the Property.

8. The Association shall operate, maintain and manage the surface water or stormwater management systems in a manner consistent with St. Johns River Water Management District permit requirements and applicable District Rules, and shall assist in the enforcement of the Declaration of Covenants and Restrictions which relate to the surface water or stormwater management system.

9. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system. The assessments shall be used for the maintenance and repair of the surface water or stormwater management systems including, but not limited to, work within retention areas, drainage structures, and drainage easements.

10. To do such other things as may be necessary in order to perform the duties and exercise the power provided for the Association in the Declaration.

ARTICLE IV MEMBERS

Membership in the Association and voting rights shall be as described in the Declaration.

ARTICLE V MANNER OF ELECTION OF DIRECTORS

The manner in which the directors are elected or appointed shall be as described in the Bylaws of the Association.

ARTICLE VI LIMITATION OF CORPORATE POWERS

The corporate powers of this Association are as provided in Section 617.0302, Florida Statutes, except as limited herein:

1. Appointed officers and agents shall not be entitled to compensation.
2. The power of the Association shall be subject to the provisions of the Declaration, and to the extent of any express conflict between the Declaration and Section 617.0302, Florida Statutes, the Declaration shall prevail.

ARTICLE VII INITIAL REGISTERED AGENT AND STREET ADDRESS

The name and address of the initial registered agent is Bruce D. Barkett, Esq., Collins, Brown, Caldwell; Barkett & Garavaglia, Chartered, 756 Beachland Boulevard, Vero Beach, Florida 32963.

ARTICLE VIII INCORPORATOR

The name and street address of the incorporator of these Articles of Incorporation is Antilles Vero Beach, LLC, a Florida limited liability company, 277 SE 5th Avenue, Delray Beach, Florida, 33483.

ARTICLE IX INDEMNIFICATION

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement or reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE X DISSOLUTION

In the event of dissolution or final liquidation of the Association, the assets, both real and personal of the Association, shall be dedicated to any appropriate public agency or utility to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization, to be devoted to purposes as nearly as practicable the same as those to which they were required to be devoted by the Association. No such disposition of Association properties shall be effective to divest or diminish any right or title of any member vested in such member

under the Declaration unless made in accordance with the provisions of such Declaration or any recorded deed.

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

ARTICLE XI EXISTENCE AND DURATION

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

The undersigned incorporator has executed these Articles of Incorporation this 18th day of January, 2005.

ANTILLES VERO BEACH
HOMEOWNERS' ASSOCIATION, INC.
a Florida corporation not-for-profit


By: Cary Glickstein, President

**CERTIFICATE OF DESIGNATION OF REGISTERED
AGENT/REGISTERED OFFICE**

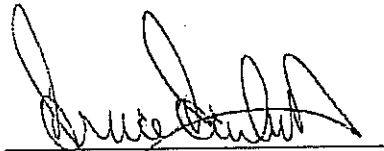
Pursuant to the provisions of Section 607.0501 or 617.0501, Florida Statutes, the undersigned corporation, organized under the Laws of the State of Florida, submits the following statement in designating the registered office/registered agent, in the State of Florida.

1. The name of the corporation is ANTILLES VERO BEACH HOMEOWNERS' ASSOCIATION, INC.

2. The name and address of the registered agent and office is Bruce D. Barkett, Collins, Brown, Caldwell, Barkett & Garavaglia, Chartered, 756 Beachland Boulevard, Vero Beach, Florida 32963.

Having been named as registered agent and to accept service of process for the above-stated corporation at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and I am familiar with and accept the obligations of my position as registered agent.

Dated this 25 day of January, 2005.



Bruce D. Barkett

EXHIBIT "C"

**BY-LAWS
OF
ANTILLES VERO BEACH HOMEOWNERS' ASSOCIATION, INC.**

**ARTICLES I
NAME AND LOCATION**

The name of the corporation is Antilles Vero Beach Homeowners' Association, Inc. (the "Association"). The principal office of the corporation shall be located at 277 Southeast Fifth Avenue, Delray Beach Florida 33483, but meetings of Members and Directors may be held at such places within the State of Florida, as may be designated by the Board of Directors (the "Board" or "Directors").

**ARTICLE II
DEFINITIONS**

The definitions and words as defined in The Antilles Declaration of Covenants and Restrictions ("Declaration"), to which these By-Laws are attached as Exhibit "C" thereof, and recorded in the Public Records of Indian River County, Florida, are incorporated herein by reference and made a part hereof, and all terms used in these By-Laws shall have the same definitions and meanings as set forth in the Declaration.

**ARTICLE III
MEETING OF MEMBERS**

1. Annual Meetings. The annual meetings of the Members shall be held at least once each calendar year on a date and at a time to be determined by the Board of Directors.

2. Special Meetings. Special meetings of the Members may be called at anytime by the President or by the Board of Directors or upon written request of not less than one-third (1/3) of all Members who are entitled to vote.

3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting (provided, however, in the case of an emergency, four (4) day's notice will be deemed sufficient) to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and, in the case of a special meeting, the purpose of the meeting.

4. Quorum. The presence at the meeting of not less than one-third (1/3) of the Owners entitled to vote in person or by proxy shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting, from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Each proxy shall be revocable and shall automatically cease upon conveyance by the Member of such Member's Lot.

ARTICLE IV
BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

1. Number. After the Turnover Date, the affairs of the Association shall be managed by a Board of Directors consisting of three (3) persons, who must be members of the Association. Directors may increase to a maximum of five (5) by a majority vote of the Board of Directors.
2. Term of Office. Directors shall serve for a term of one (1) year, or until their successors are elected.
3. Removal. At such time as the Members of the Association are permitted to elect Directors, any Director may be removed from the Board with or without cause, by a majority vote of the Members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor.
4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his/her actual expenses incurred in the performance of his/her duties.
5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V
NOMINATION AND ELECTION OF DIRECTORS

At such time as Members of the Association are permitted to elect Directors, except for on the Turnover Date, the nomination and election of Directors shall be conducted as follows:

1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee shall be appointed by the Board of Directors at least sixty (60) days prior to each annual meeting of the members to serve until the close of that annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall, in its discretion, determine, but not less than the number of vacancies that are to be filled.
2. Election. Election of the Board of Directors shall be a secret written ballot, unless unanimously waived by all Members present. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.
3. Turnover Date. On or before the Turnover Date, the Developer shall cause an election of new Directors by submitting to all Owners a ballot containing the names of all current Owners. The Owners will vote and submit their votes to the Association's attorney, who will prepare the required documentation appointing the three (3) persons receiving the most votes as Directors. In the event of a tie among Owners, the Association's attorney will make a final selection based upon alphabetical order. There will be no nomination procedure.

ARTICLE VI
MEETING OF DIRECTORS

1. Regular Meetings. Regular meeting of the Board of Directors shall be held every three (3) months without notice, at such place and hour as may be fixed, from time to time, by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors after not less than three (3) day's notice to each Director.

3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. Powers. The Board of Directors shall have the powers reasonably necessary to operate and maintain the Association, including, but not limited to, the following:

a. Adopt and publish rules and regulations governing the use of the Common Property, the Lots and Residences, and the personal conduct of Owners and their guests, invitees and tenants, and to establish penalties and/or fines for the infraction thereof;

b. Suspend the voting rights and the right of use of the Common Property of Owners during any period in which such Owners shall be in default in the payment of any Assessments levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed sixty (60) days for infraction of published rules and regulations.

c. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration;

d. Declare the office of a Member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

e. Employ a manager, an independent contractor, or such other employee as they deem necessary, prescribe their duties and delegate any or all of the duties and functions of the Association and/or its officers.

2. Duties. It shall be the duty of the Board of Directors to cause the Association to perform the purposes for which it was formed, including, but not limited to, the following:

a. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members;

b. Supervise all officers, agents, and employees of this Association, and to see that their duties are properly performed;

c. As more fully provided in the Declaration, to fix the amount of the Annual Assessment against each Lot and send notice thereof to every Owner at least thirty (30) days in advance of each Annual Assessment period;

d. Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not an Assessment has been paid. A reasonable charge may be made by the Board of Directors for the issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment;

e. Procure and maintain adequate hazard, liability, property, casualty, and fidelity insurance on the Property as required by the Declaration;

f. Cause all officers or employees having fiscal responsibilities to be bonded, as required by the Declaration.

ARTICLE VIII **OFFICERS AND THEIR DUTIES**

1. Enumeration of Officers. The officers of this Association shall be a President and a Vice-President, who shall at all times be Members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he/she shall sooner resign, or shall be removed, or otherwise be disqualified to serve.

4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at anytime specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaced.

7. Duties. The duties of the officers are as follows:

PRESIDENT

The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

VICE-PRESIDENT

The Vice-President shall act in the place and stead of the President in the event of his/her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board.

SECRETARY

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

TREASURER

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks, and promissory notes of the Association; keep proper books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and statement of income and expenditures to be presented to the Membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE IX COMMITTEES

The Board of Directors shall fill any vacancies on the Architectural Control Committee for a term as the Board determines, as provided in the Declaration, and appoint a Nominating Committee, as provided in these By-Laws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purposes.

ARTICLE X BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XI ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay Annual Assessments and Special Assessments to the Association which are secured by a continuing lien upon the Lot against which the Assessment is made. Any Assessments which are not paid when due shall be delinquent. If any Assessment is not paid within fifteen (15) days after the due date, a late fee of \$25.00, beginning from the due date, maybe levied by the Board of Directors for each month the Assessment is late, and the Association may bring an action at law against the Owner personally obligated to pay such Assessments and/or foreclose the lien against the Lot, and interest, costs and reasonable attorneys' fees incurred by the Association in connection with collection and/or appeal shall be added to the amount of such Assessments, as provided in the Declaration. No Owner may waive or otherwise escape liability for the Assessments provided for herein and in the Declaration

by non-use of the Common Property or abandonment of such Owner's Lot.

ARTICLE XII
PARLIAMENTARY RULES

The latest edition of Robert's Rules of Order shall govern the conduct of meetings of all Members of the Association and the Board; provided however, if such Rules are in conflict with any of Coralina Documents, Robert's Rules of Order shall yield to the provisions of such documents.

ARTICLE XIII
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: ANTILLES VERO BEACH HOMEOWNERS' ASSOCIATION, INC., a Florida Corporation Not-For-Profit, 2005.

ARTICLE XIV
AMENDMENTS

1. These By-Laws may be amended, altered or rescinded at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall have control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XV
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, the Director of ANTILLES VERO BEACH HOMEOWNERS' ASSOCIATION, INC., has hereunto set his hand this February 2, 2005.

Cary Glickstein

Prepared by and Return to:
Ironwood Development, Inc.
277 Southeast 5th Avenue
Delray Beach, Florida 33483

1676818
THIS DOCUMENT HAS BEEN RECORDED
IN THE PUBLIC RECORDS OF
INDIAN RIVER COUNTY FL
BK: 1918 PG:2026, Page1 of 41
08/16/2005 at 11:19 AM,

JEFFREY K BARTON, CLERK OF
COURT

THE ANTILLES
DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS ("Declaration") is made this 5th day of August, 2005, by ANTILLES VERO BEACH, LLC, a Florida limited liability company ("Developer").

W I T N E S S E T H:

WHEREAS, Developer is the fee simple owner of certain real property located in Indian River County, Florida, which is more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, Developer is developing all of the Property as a residential single-family community to be known as The Antilles ("The Antilles"), which shall include therein various Common Property, as hereinafter defined, for the collective use of all Owners of The Antilles, and which shall consist of the Property now submitted to this Declaration; and

WHEREAS, Developer desires to: (i) provide for the preservation of the values, amenities and improvements of the Property as are hereby or as may be hereafter established; (ii) to provide for the maintenance, repair, replacement and administration of the Property; and (iii) to establish the rights, duties and obligations of Owners relative to the use of the Property and the payment of their respective shares of the cost of maintenance, repair, replacement and administration of the Property; and

WHEREAS, Developer has caused Antilles Vero Beach Homeowners' Association, Inc., a Florida corporation not-for-profit (the "Association"), to be incorporated under the laws of the State of Florida for the purpose of performing those functions hereinabove set forth, which Association has joined in this Declaration and to which there has been and will be delegated and assigned certain powers and duties of ownership, operation, administration, maintenance and repair of the Property, the enforcement of the covenants and restrictions hereinafter set forth, and the collection and disbursement of Operating Expenses, as hereinafter defined.

WHEREAS, Developer desires to commit the Property to the terms and provisions of this Declaration, and Developer shall convey all Common Property, Lots and Residences, as defined herein, subject to the terms and provisions of this Declaration.

NOW, THEREFORE, in consideration of the premises and covenants contained herein, Developer hereby declares that the Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, conditions, burdens and liens set forth herein, and on the final Plat of The Antilles Subdivision (the "Plat") all of which are for the purpose of enhancing and protecting the value, desirability, and attractiveness of the Property. These covenants, restrictions, easements, reservations, regulations, conditions, burdens and liens shall run with the Property, and shall be binding on all parties having or acquiring any right, title, interest in the Property or any portion thereof, and shall inure to the benefit of each Owner thereof.

ARTICLE I

DEFINITIONS

The following words and phrases when used in this Declaration (unless the context should clearly reflect another meaning) shall have the following meanings:

1. **"Property"** shall mean all of that certain real property described on Exhibit "A" attached hereto and made a part hereof.
2. **"The Antilles "** shall mean The Antilles community, which consists of single-family Lots and the Residences constructed thereon, and other improvements related thereto, and the related Common Property, and all improvements constructed, or to be constructed, thereon.
3. **"Owners"** shall mean all record owners, collectively, whether one or more persons or entities, of fee simple title to any Lot that is a part of the Property.
4. **"Plat"** shall mean the instrument entitled THE ANTILLES SUBDIVISION, according to the Plat thereof, as recorded in the Public Records of Indian River County, Florida, and any recorded amendments thereto.
5. **"Lot"** shall mean a portion of the Property upon which a Residence is permitted to be erected or has been erected, and as shown on the Plat, and shall specifically exclude Common Property.
6. **"Residence"** shall mean any single-family dwelling unit located upon a Lot within the Property.
7. **"Common Property"** shall mean all portions of the Property other than Lots and Residences.
8. **"Residential Property"** shall mean all portions of the Property designated as such in this Declaration, and, collectively, are all those portions of the Property upon which Residences may be constructed.
9. **"Developer"** shall mean Antilles Vero Beach, LLC, a Florida limited liability company, its successors and assigns.
10. **"Association"** shall mean Antilles Vero Beach Homeowners' Association, Inc., a Florida corporation not-for-profit.
11. **"Articles"** shall mean the Articles of Incorporation of the Antilles Vero Beach Homeowners' Association, Inc., all exhibits which are attached thereto and made a part thereof, and any amendments thereto, as may be adopted from time to time pursuant to the terms thereof. The Articles are attached as Exhibit "B" hereto and made a part hereof.
12. **"By-Laws"** shall mean the By-Laws of the Antilles Vero Beach Homeowners' Association, Inc., all exhibits which are attached thereto and made a part thereof, and any amendments thereto, as may be adopted from time to time pursuant to the terms thereof. The By-Laws are attached as Exhibit "C" hereto and made a part hereof.
13. **"Directors" or "Board"** shall mean the Board of Directors of the Association.
14. **"Declaration"** shall mean this instrument and any and all supplements or amendments hereto.
15. **"Antilles Documents"** shall mean, collectively, the Plat, Declaration, Articles, By-Laws, and any and all amendments and modifications thereto, and all of the instruments and documents referred to therein or referred to herein.

16. **"Members"** shall mean all Owners, collectively, that are Members of the Association as provided herein.

17. **"Operating Expenses"** shall mean the expenses for which Owners are liable to the Association as described in this Declaration, and in any other of the Antilles Documents, and includes, without limitation, the costs and expenses incurred by the Association in administering, operating, maintaining, repairing and replacing the Common Property, and all improvements thereon and thereto, and those elements of the Lots and Residences which are to be maintained, repaired, and replaced by the Association as provided in this Declaration.

18. **"Lenders"** shall mean: (i) any lending institution having a first mortgage lien upon a Lot, including any Savings and Loan Association, Bank, Real Estate Investment Trust, or Mortgage Banking Company doing business in the State of Florida; (ii) the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institutions which have acquired a first mortgage lien upon a Lot; (iii) any and all investing or lending institutions, or the successors and assigns of such lenders, which have loaned money to Developer to acquire or construct improvements upon the Property and which hold a mortgage upon any portion of the Property securing such a loan; and (iv) any entity which acquires title to a Lot at a Clerk's sale following the foreclosure of a mortgage lien in favor of a Lender as herein defined.

19. **"County"** shall mean Indian River County, Florida.

20. **"Utilities"** shall mean all water, sanitary sewer, drainage, electric, gas, telephone, cable television, lake and water retention area, and other public or private utility systems, services and facilities serving the Common Property, Lots and Residences.

21. **"Turnover Date"** shall mean the date upon which Developer no longer controls the Association's Board of Directors by virtue of Developer's appointees being Directors, which shall occur upon the earliest of the following events to occur: (i) within ninety (90) days following the date upon which ninety percent (90%) of the Lots in The Antilles have been conveyed to third party purchasers; (ii) five (5) years following conveyance of the first Lot to a third party purchaser; or (iii) Developer's election to allow Owners to appoint a new Board of Directors which is comprised of Owners other than Developer.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

The Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the terms and provisions of this Declaration, and any lawful amendments hereto.

ARTICLE III

LAND USE CLASSIFICATIONS AND RESTRICTIONS

In consideration of the benefits hereinafter contained, Developer does hereby declare that the following provisions shall be applicable to the Property, which shall be sold, transferred, conveyed, demised and occupied subject to the terms of this Declaration, to wit:

1. **Residential Property.** Residential Property is that portion of the Property upon which Residences may be constructed and shall be for residential use only. Residential Property consists of Lots 1 through 260, inclusive, as depicted on the Plat, and any recorded amendments thereto. Except for facilities relating to the construction, development, and sales activities of Developer which are permitted on Residential Property as provided herein, only Residences may be constructed on Residential Property. Commercial or business activities are not permitted on Residential Property except for the construction, development and sale of the Lots and Residences constructed thereon, and except for direct accessory services to the Residential Property such as the provision of Utilities, maintenance and

repair of Lots and Residences, and other such services.

2. Common Property.

a. Owner's Right of Enjoyment.

The Common Property shall be for the sole and exclusive use of Owners and Owner's family, guests, invitees and tenants. Subject to the provisions of this Declaration, Owners shall have a right and easement of enjoyment in and to the Common Property in common with all other Owners and such rights and easements shall be appurtenant to and pass with the title of every Lot. Such rights and easements shall inure to the benefit of Owners and Owner's family, guests, and tenants, though subject to:

(i) The right of the Association to limit the number of guests and tenants of Owners;

(ii) The right of the Association, in accordance with its Articles and By-Laws, to borrow money for the purpose of improving the Common Property and the facilities thereon and, in aid thereof, to mortgage said Common Property, and the rights of such mortgagee in the Common Property shall be subordinate to the rights of the Owners hereunder;

(iii) The right of the Association to suspend the voting rights of any Owner and to suspend the rights of any Owner to the use of the Common Property for any period during which any Assessment against such Owner's Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of the Association's published rules and regulations;

(iv) The right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument signed by not less than two-thirds (2/3) of all Owners entitled to vote has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to all Owners not less than 30 days nor more than 60 days in advance of the duly called meeting at which the vote on such dedication or transfer is held. Nothing contained herein shall be construed to imply that any Common Property may be dedicated or transferred without complying with the zoning and platting regulations of the governmental authorities having jurisdiction over the Property;

(v) The right of Developer or the Association to establish, from time to time, certain easements over the Common Property for purposes of installing, maintaining and repairing Utilities, which easements may benefit property and persons not subject to this Declaration; and

(vi) The right of duly authorized employees, contractors and agents of the Association to enter upon the Common Property for proper purposes of the Association, and the right of designated officials of governmental authorities having jurisdiction over the Property to enter upon the Common Property for purposes of enforcing applicable ordinances, rules, and regulations of said governmental authorities, and to correct or eliminate nuisances or violations resulting from the failure of either an Owner or the Association to exercise its maintenance and repair responsibilities.

b. Title to Common Property.

(i) Developer hereby covenants for itself, its successors and assigns that it will convey to the Association fee simple title to the Common Property on or before the Turnover Date, free and clear of all encumbrances and liens, but subject to the terms and provisions of this Declaration; real estate taxes for the year of such conveyance; all applicable zoning ordinances; and all covenants, easements, restrictions and reservations of record.

(ii) Except as is provided herein, once the Common Property, or any portion thereof, becomes vested in the Association, such Common Property, or any portion thereof, so vested in the Association and the improvements thereon shall not be abandoned, partitioned, subdivided, alienated, released, transferred, hypothecated, or otherwise

encumbered without first obtaining the written approval of all Lenders (as shown by the Public Records of the County); provided, however, that nothing in this Section shall be deemed to prohibit the Association from granting such easements as are reasonably necessary or appropriate for the development and improvement of the Common Property and the use thereof in a manner consistent with the provisions of this Declaration, nor shall the foregoing prohibit the Association from encumbering the Common Property provided such encumbrances are solely to secure loans for improving the Common Property being encumbered.

c. **Delegation of Use.** Any Owner may delegate, in accordance with this Declaration, Owner's right of enjoyment to the Common Property and facilities thereon to Owner's family members, tenants, invitees and guests who reside in such Owner's Residence

3. a. **Developer's Reserved Rights.** Notwithstanding any provisions in this Declaration to the contrary, and in recognition of the fact that Developer will have a continuing and substantial interest in the development and administration of the Property, Developer hereby reserves for itself and its successors and assigns the following rights and privileges, and the Association recognizes, agrees to, and acknowledges that Developer and its successors and assigns shall have the following rights and privileges without any cost to Developer and its successors and assigns for such rights and privileges, and that the property rights granted to Owners pursuant to this Declaration shall be subject to:

(i) Developer's right to execute all documents and take such actions and do such acts affecting the Property which, in Developer's sole discretion, are desirable or necessary to facilitate Developer's development of the Property, and the sale of the Lots and Residences thereon;

(ii) Easements of record as of the date hereof and easements which may hereafter be granted by Developer to any public or private Utilities or governmental authorities for the installation, maintenance and repair of Utilities serving the Property or any portion thereof, and any easements hereafter granted by Developer for ingress and egress to and over the Property, whether or not such easements benefit property or persons subject to this Declaration; and

(iii) Developer's rights of access, ingress and egress to and through, over and about the Lots and the Common Property during such period of time that Developer is engaged in any construction or improvement work on or within the Property. Developer shall have an easement thereon for the purpose of storage of materials, vehicles, tools, equipment, etc., which are being utilized in connection with such development, improvement or construction. Additionally, Developer's rights hereunder shall include, without limitation, full rights of access, ingress and egress to, over and about the Lots and the Common Property for construction and development activities, and sales activities in connection with the sale and promotion of the Lots and Residences. Developer is specifically granted the right to maintain construction offices on the Lots and Common Property, and sales offices in any Residence(s) owned by Developer or upon the Common Property, and any improvements thereon. No Owner, or Owner's guests, employees, invitees, or tenants shall in any way interfere or hamper Developer, its agents, employees, contractors, successors or assigns in connection with such development, construction or sales activities.

b. **Lender's Rights.** For purposes of this Article III, Section 3, the term "Developer" shall include any Lender which has loaned money to Developer to acquire or construct improvements upon the Property or its successors and assigns if such Lender or its successors or assigns acquires title to any portion of the Property as the result of the foreclosure of any mortgage encumbering the Property and securing any such loan to Developer, or acquires title thereto by deed in lieu of foreclosure. The rights and privileges of Developer as set forth herein are in addition to and in no way limit any other rights or privileges of Developer under any other of the Antilles Documents, and shall terminate on the Turnover Date or upon such earlier date as Developer shall notify the Association in writing of Developer's voluntary written election to relinquish the aforesaid rights and privileges of use.

4. **Rules and Regulations of the Association.** The administration, management, operation, maintenance and repair of the Common Property and all improvements thereon shall be the responsibility of the Association. The Association, through its Board, shall have the right to promulgate and impose rules and regulations and thereafter to modify, alter, amend, rescind and augment any of the same with respect to the use, operation and enjoyment of the

Common Property and any improvements located thereon, including, without limitation, establishing hours and manner of operation and establishing requirements as to dress and decorum.

5. No Dedication to Public Use.

Nothing contained in this Declaration shall be deemed to constitute a dedication, express or implied, of any part of the Common Property to or for any public use or purpose whatsoever.

6. Easements.

a. **Reservation of Easements.** Easements for the installation, maintenance, and repair of Utilities are set forth and contained in the recorded Plat, and all such easements shall allow appropriate representatives of all Utility providers access through such easement areas for monitoring and billing purposes, and, in this regard, no Owner shall block the access to the front and rear of any Residence through such easement areas. In addition to the easements set forth in the Plat, Developer expressly reserves easements to Developer and the Association, their successors and assigns, for the installation, maintenance and repair of Utilities and for ingress and egress over the Common Property, and Developer and the Association shall have the right to set forth with more specificity the exact location and placement of any such easements. Easements will be located within the Common Property, except that an easement is reserved to Developer and the Association, their successors and assigns, on each Lot for the installation, maintenance and repair of the service connections associated with the Utilities to any Lot or Residence, and except that an easement is reserved within each Lot to Developer, the Association, and Owners of other Lots, their successors and assigns, for the maintenance, repair and replacement of such Utilities as built by Developer on such Lot and which Utilities may serve other Lots. Any damage to a Residence caused by anyone utilizing any such easement within the Lot shall be immediately repaired by the person causing the damage.

b. **Roadway and Sidewalk Access Easements.** Easements are hereby reserved and provided in favor of Owners, and their guests, invitees and tenants, for ingress and egress over and about the Common Property, and for vehicular and pedestrian traffic over and across such portions of the Common Property as are used for roads within the Property. The rights provided under such easements shall be exercised by the foregoing parties in a manner so as not to interfere with the use and enjoyment of the Common Property by other Owners and Owner's family, guests, invitees, and tenants. Developer and the Association shall have the right to grant similar easements in favor of persons and property not subject to this Declaration. Easements are also reserved in favor of Owners and Owner's guests, invitees and tenants over sidewalks and other areas of the Common Property for ingress and egress to their Lots and Residences.

c. **Landscape and Irrigation Maintenance Easements.** Maintenance easements are hereby reserved and provided in favor of the Association over all Lots (including, without limitation, front yard areas, side yard areas, courtyard areas, and rear yard areas) and Common Property for purposes of installation, maintenance, repair, and replacement of all landscaping and irrigation improvements and systems and water and lake retention areas for which the Association has the obligation to maintain and repair.

d. **General Access Easements.** Access easements are hereby reserved and provided in favor of the Association over the Lots and Common Property for emergency purposes, and for purposes of maintaining and repairing any and all property and improvements that are the Association's obligation to maintain and repair.

c. **Encroachment Easements.** Notwithstanding any provision to the contrary herein, in the event that any Residence, as constructed by the Developer, encroaches upon any portion of the Common Property or adjoining Lots, a perpetual easement appurtenant to such Lot shall exist for the continuance of any such encroachment on the Common Property or adjoining Lots. In the event any fence, roof, overhanging roof, or portion of the Residence, as constructed upon any Lot by Developer, encroaches or overlaps upon any other Lot or the Common Property, a perpetual easement appurtenant to the Lot upon which the fence, roof, overhanging roof, or Residence is constructed shall exist for the continuation of any such encroachment or overlapping upon the adjoining Common Property or Lots.

ARTICLE IV

RULES AND REGULATIONS GOVERNING THE USE OF THE PROPERTY

In order to preserve the property values of, and the amenities and improvements on, the Lots, Residences, Common Property, and the Property comprising The Antilles, in a manner consistent with those of a first class subdivision subject to high qualitative standards, the following rules and regulations hereinafter enumerated, and as amended from time to time, (collectively referred to herein as "Rules and Regulations") shall govern the use of the Property and shall be deemed in effect until amended as provided in Antilles Documents. The Rules and Regulations shall apply to, be binding upon, and shall, at all times, be obeyed by all Owners. Further, all Owners shall cause their families, guests, invitees, servants, lessees, and persons for whom Owners are responsible and persons over whom Owners exercise control and supervision to obey the Rules and Regulations. Violation of the Rules and Regulations may subject the violator to any and all remedies available to the Association and other Owners pursuant to Antilles Documents and Florida law. Violations may be remedied by the Association by injunction and/or by pursuing any other rights or remedies available to the Association to recover damages against any person violating the Rules and Regulations or this Declaration, and the Association shall be entitled to recover all costs and expenses incurred in undertaking such remedial action, including, without limitation, reasonable attorneys' fees and court costs. The Board may, from time to time, adopt new Rules and Regulations or amend or repeal previously adopted Rules and Regulations. Any waivers, consents or approvals given under the Rules and Regulations by the Board shall be revocable at any time, and shall not be construed as or deemed a waiver, consent or approval for any other purpose other than that which is identified at the time of the giving of such waiver, consent or approval. The Rules and Regulations are as follows:

1. **Alterations; Exterior Appearance; Structural Modifications.** No alterations, changes, modifications, additions or improvements of any kind shall be made to the exterior of any Residence or upon any Lot or Common Property without the express written consent of the Board pursuant to Article VI herein. Any consent by the Board to any improvement to be made on any Lot or on the exterior of any Residence, or to anything to be placed thereon, may be withheld purely on aesthetic grounds, in the sole discretion of the Board. No structural modifications, exterior alterations, or additions of any kind shall be made to a Lot or Residence without the prior written consent of the Board.
2. **Air Conditioning.** No air conditioning equipment, other than equipment similar to that originally installed on the Lots and in the Residences by Developer is permitted, including, without limitation, wall or window air conditioning units, without the prior written consent of the Board.
3. **Antennae, Solar Panels, Satellite Dishes.** No satellite dishes, aerials or antennas, solar panels, or the wiring for any such devices shall be installed, constructed or maintained on any Lot or Residence without the written consent of the Board; provided, however, a satellite dish no greater than 18 inches in diameter may be installed on a Residence upon application to, and written consent from, the Board. Owners' agree that the Board shall not allow any satellite dish to be located where the view of the satellite dish will be offensive to other Owners in the reasonable discretion of the Board.
4. **Business Activities.** Other than home office uses permitted by the County, no industry, business, trade, occupation or profession of any kind shall be conducted, maintained or permitted upon any Lot or in any Residence, except for the development and sales activities conducted by Developer.
5. **Casualty Destruction to Improvements.** In the event a Residence or other improvement upon a Lot is damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time after such incident, the Owner thereof shall commence to rebuild or repair the damaged Residence or Lot or improvements thereon in compliance with applicable determinations of the Board, and shall diligently continue such rebuilding or repairing activities to completion.
6. **Cleanliness; No Unsightly Uses.** Owners are responsible for maintaining their Lots in a clean and orderly manner, and in a manner which would not be offensive to any other Owner. No portion of any Lot shall be used

as a drying or hanging area for laundry, garments, rugs, or articles of any kind.

7. **Commercial Vehicles; Boats; Trailers.** No commercial vehicle, recreation vehicle, van (except for family mini-vans and sport utility vehicles used as private passenger vehicles), boat, trailer, pick-up truck, vehicle with commercial equipment or lettering in or upon the vehicle, or unsightly vehicle of any kind shall park or be parked on the Property at any time, except that service vehicles may be temporarily parked on the Property only in connection with providing services to Developer, the Association or to Owners.

8. **Conduct.** No person shall engage in loud and boisterous or other disorderly, profane, indecent or unlawful conduct on any portion of the Property, including, without limitation, inside the Residence or on any Lot or Common Property.

9. **Damaged Property.** The cost of repairing damage to any property which is the Association's obligation to maintain, which is caused by an Owner or Owner's guests, tenants, invitees, or servants, including, without limitation, the Common Property, shall be the sole responsibility of such Owner, and, in the event such Owner does not repair such damaged property in a timely manner, the Association may undertake such repairs, and, in such event, the Association may pursue all rights and remedies permitted under this Declaration and Florida law to recover all expenses associated therewith, including, without limitation, attorney's fees and costs and collection costs.

10. **Deliveries.** The Association shall not be responsible for the theft, conversion, disappearance, loss or damage of any item received from or for an Owner, or Owner's family, guests or tenants, even though such theft, conversion, disappearance, loss or damage may occur through the negligence or willful act of employees of the Association or of Developer, and all parties delivering items to such employees and all parties intended to be the recipient of such items so delivered, hereby assume all risks of theft, conversion, disappearance, loss or damage of and to such items.

11. **Developer's and Management Employees and Contractors.** No Owner or Owner's family, guests, tenants or servants shall give orders or instructions to employees, contractors or agents of Developer or the Association, but rather such information shall be expressed to the party designated for this purpose by the Board.

12. **Fences and Walls.** No Owner shall relocate, heighten, lower or otherwise move or change any fence, wall or gate on any Lot without the prior written consent of the Board. To maintain a high-quality, uniform appearance throughout the Antilles, it is currently contemplated that, except as installed by Developer or as required by applicable building codes for swimming pools and/or spas, there shall be no fencing or walls erected upon any Lot, including side and rear yard areas. No fencing or walls of any kind may be installed without the prior written consent of the Board.

13. **Firearms.** No guns shall be permitted to be discharged on any portion of the Property, except as might be permitted in the event of an emergency pursuant to the applicable laws of the State of Florida.

14. **Garage Doors.** Garage doors to all Residences shall be kept closed except when opened to permit vehicles to enter and exit from a garage.

15. **Hurricane Preparations.** All Owners who plan to be absent from their Residence during the hurricane season must, prior to departure, prepare their Lot and Residence by: (a) removing all outside furniture, grills, potted and hanging plants and other moveable objects from the Lot and exterior portion of the Residence; and (b) designating a responsible firm or individual to care for the Residence should the Residence suffer hurricane damage, and furnish the Board, or the person designated by the Board for such purpose, with the name of said firm or individual.

16. **Insurance.** As the Association does not provide any form of insurance for the Lots or Residences, (including, without limitation, insurance for general liability, fire, hazard, casualty, windstorm, or flood), it shall be the obligation of every Owner to purchase and maintain, appropriate insurance, as set forth herein, with respect to all improvements located on Owner's Lot and within Owner's Residence. In such event, Owner's are required to purchase and maintain all aforesaid insurance coverage up to the maximum insurable value of all insurable improvements, with the

minimum required amount of insurance to be established by the Board on an annual basis, which amount shall at least be 110% of the estimated cost of replacement of the Residence. Insurance proceeds for damage to any Residence or insurable improvement located on the Lots shall be used solely for the immediate repair, replacement or reconstruction of the applicable Residence or improvements. In such event, and no later than ten (10) days after obtaining the insurance coverage required herein, each Owner shall file with the Association insurance certificates showing the required insurance coverage, and each Owner shall file such certificates with the Association on an annual basis or, at the discretion of the Board, on a more frequent basis, upon not less than fifteen (15) days prior written request by the Board.

17. **Leasing and Guest Occupancy.** Owners may lease their Residence pursuant to the Rules and Regulations. No Residence may be leased for a period of less than three (3) months nor may a Residence be leased more than twice during any calendar year. The Board may require the payment of a security deposit to the Association as a condition to any lease. Any person, other than Owner's immediate family, companion or mate, who temporarily resides in the Residence while the Owner or the Owner's lessee is present and with the permission of the Owner or the Owner's lessee, and without monetary consideration, shall be deemed a guest. Guests shall be registered with the Association if residing in the Residence for more than thirty (30) consecutive days. Guests are limited to sixty (60) days per any calendar year, cumulatively. Any person who resides in the Residence for more than sixty (60) days shall be deemed a tenant. All tenants and guests are required to comply with the Rules and Regulations and other obligations created by this Declaration. The Board reserves the right to limit the number of tenants or guests which may reside in a Residence, and the duration of tenant leases or guest stays, as the case may be. The Board reserves the right to expel any tenant or guest who violates the Rules and Regulations.

18. **Lot Use Restrictions.** All Lots shall only be used as Residential Property. No building structure shall be erected, placed or permitted to remain on any Lot other than a residential single-family dwelling unit; provided, however, Developer shall be permitted to place or erect temporary structures upon Lots owned by Developer and Common Property to be used in connection with its development and sales activities.

19. **Mailboxes; Address Plates.** Mailboxes and Residence address plates will be supplied by Developer. No replacements or modifications shall be made without the prior written consent of the Board.

20. **Mining or Drilling.** There shall be no mining or drilling for water, minerals, oil, gas or otherwise undertaken within any portion of the Property ("Mining Activity"). Activities of Developer or other parties in creating, or maintaining Utilities or other facilities serving the Property shall not be deemed a Mining Activity.

21. **Motorcycles; Watercrafts.** Owners may keep a total of one (1) motorcycle, moped or "jet-ski" upon their Lot provided same are kept in Owner's garage at all times when not in use. No motorcycle, moped or "jet-ski" shall be parked in areas other than in the Residence garage. All motorcycles shall be equipped with appropriate noise muffling equipment such that they do not abuse normal noise levels, and "jet-skis" shall not be started on the Property at any time.

22. **Motor Vehicles Maintenance.** Only well-maintained passenger vehicles bearing current license and registration tags and inspection stickers as required by state law shall be permitted on the Property. No maintenance, repair or storage of any motor vehicle shall be permitted upon any Lot or Common Property, except that motor vehicle washing shall be permitted within the driveway of an Owner's Lot during reasonable hours. In connection therewith, no motor vehicle shall be placed upon blocks, jacks, or similar device upon any Lot or Common Property. No vehicle that cannot operate under its own power shall remain on any Lot for more than twenty-four (24) hours.

23. **No Implied Waiver.** The failure of the Board to object to an Owner's or other party's failure to comply with the covenants or restrictions contained in Antilles Documents now or hereafter promulgated shall in no event be deemed a waiver by the Board or of any other party having an interest therein of its right to object to same and to seek compliance therewith in accordance with the provisions of this Declaration or Antilles Documents.

24. **Nuisances.** Neither Owner nor Owner's family, guests, invitees, tenants servants, licensees, agents or employees, shall make, produce, generate or permit any disturbing noises, odors or lights in any Residence or upon any Lot or Common Property, or permit anything by such persons that will interfere with the quiet enjoyment, rights,

comforts, privacy, convenience of other Owners, including, without limitation, no stereo, television, radio, sound amplifier or other sound equipment or musical instrument may be played or operated in such a manner that same disturbs or annoys occupants of any Residence, no offensive, immoral or illegal activity shall be carried on, permitted on, or maintained on any part of the Property, and persons shall conduct themselves such that noise generated in and around the Residence shall not disturb or be a nuisance to any Owner or authorized occupant of any Residence.

25. **Obstructions in Common Property; Personal Property.** There shall be no obstructions of the Common Property, except as specifically provided herein. No carriages, bicycles, wagons, carts, chairs, benches, tables or other objects shall be stored or kept in or upon the Common Property, without the prior consent of the Board; provided, however, Developer may store materials upon the Common Property in connection with its development and sales activities. With the exception of typical outdoor patio furniture, grills, and typical children's outdoor play equipment, which may be kept in the rear of a Residence, all personal property shall be stored within the Residence, and in no event shall personal property be stored or left in the front of a Residence or upon another Owner's Lot.

26. **Outdoor Cooking.** No outdoor cooking or barbecuing shall be permitted in front of any Residence. Outdoor cooking and entertaining may be done within the Common Property in areas designated by the Association; provided, however, that while in use, no cooking equipment in the designated areas shall be left unattended, or shall be used by children, and no outdoor cooking or entertaining in and around the designated areas shall be a nuisance to any other Owner. Owners shall immediately clean up after cooking or entertaining in the designated areas, and may be charged, by the Association, for any janitorial expenses incurred by the Association in connection with an Owner not cleaning the area as required herein.

27. **Pets.** Except as provided under the rules and regulations promulgated by the Board from time to time, no Owner shall keep, raise or breed any pet or other animal of any kind on the Property, except that Owners may keep typical interior pets such as fish, turtles, etc. that do not live outside of their containment, and except that a total of three typical (3) household pets may be kept within an Owner's Residence, provided there shall never be more than two (2) dogs within an Owner's Residence, and provided that the animals are not kept, bred or maintained for any commercial purposes, and that they do not cause an unreasonable nuisance or annoyance to any other Owners. However, under no circumstances may any breed of dog commonly known as Pit Bull, Rottweiler, or Doberman Pinscher be permitted on the Property. Under no circumstances shall any pet birds capable of uttering sounds be allowed outside of any Residence. The Board shall have the right to require any pet to be removed from the Property which causes an unreasonable source of annoyance to any Owner, or if the Rules and Regulations are violated with respect to the pet. In this regard, if a dog or any other animal, becomes a nuisance or annoyance to any other Owner by barking, other noise, odors, waste deposits, or otherwise, the Owner thereof must cause the problem to be immediately corrected. If the problem is not so immediately corrected, in the sole discretion of the Board, the Owner, upon written notice by the Board, will be required to permanently remove the animal from the Property. Any pet must be carried or kept on a leash when outside the Residence. No pet shall be left outside a Residence. No pets are allowed upon recreational amenities within the Common Property. Owners shall immediately pick-up and remove any solid waste deposited by his/her pet.

28. **Radio Equipment.** No ham radios or radio or transmission equipment shall be operated or permitted to be operated on the Property without the prior written consent of the Board.

29. **Removal of Landscaping; Alteration of Drainage.** Except for Developer's acts in connection with the development of the Property, and Owner plantings that are, in the sole opinion of the Board, consistent with the overall landscape plan of the Property, no other plantings shall be made upon the Property, and no sod, topsoil, mulch, plants, trees or shrubbery shall be removed from the Property, and no change in the condition of the soil or the grade level of the Property shall be made which results in any permanent change in the flow or drainage of surface water within the Property without the prior written consent of the Board.

30. **Rubbish.** No garbage, trash, waste, refuse or rubbish of any kind shall be deposited, dumped or kept upon any part of the Property except in closed containers and recycling containers designated for such purpose which shall be set out for curbside pickup in front of each Residence, or as required by the Association. When not set out for pickup, all such containers shall be kept in the garage area of the Residence, or adjacent to the Residence within a fenced

sideyard by the garage service door, and shall be kept in a clean and sanitary condition with no noxious or offensive odors emanating therefrom.

31. **Rules and Regulations.** The Board shall adopt such other Rules and Regulations from time to time governing the use and enjoyment of the Common Property, Lots, and Residences as the Board, in its sole discretion, deems appropriate or necessary, provided such additional Rules and Regulations shall be consistent with the provisions contained in this Declaration.

32. **Signs.** Except for the permitted signs/advertising stated below, no signs, advertising, notice, lettering or pictures of any kind shall be exhibited, displayed, inscribed, painted, or affixed on any part of the exterior or interior of any Residence, or upon any Lot or Common Property so as to be visible from the outside of any Residence, including, without limitation, signs indicating that a Residence is for sale or for rent (i.e., "For Sale", "For Rent", or "No Trespassing") or any window display advertising. The only permitted signs or advertising shall be: (a) directional or traffic signs installed by Developer or appropriate governmental authority; (b) address plates installed by Developer, or replacements for all Residences as approved by the Board, and standard issue security monitoring signs, which are approved by Developer or the Board; and (c) promotional display signs or banners used by Developer in connection with its development and marketing activities.

33. **Service Persons.** Except for the Developer, no Owner shall permit any service people, whether for purposes of maintenance, repair, replacement or improvement, to work upon a Lot or in a Residence before 8:00am or after 6:00pm, or on Sundays, except in the case of emergencies.

34. **Solicitations.** There shall be no solicitation permitted by any persons upon any Common Property or Lot for any cause, charity or for any purpose whatsoever, unless specifically authorized in advance by the Board.

35. **Subdivision and Partition.** The Lots shall not be subdivided further than as provided in the Plat. The area and width of each Lot on the Property upon which a Residence may be constructed shall be as shown on the Plat.

36. **Swimming Pool and Cabana Area:** Children under twelve (12) years of age are not permitted in or around the swimming pool or spa pools located upon Common Property ("Community Pools") unless accompanied by an adult. Since there are no lifeguard or others supervising pool activities in the Community Pools, and since Residence doors, and pool fence gates may be inadvertently left open or unlocked, Owners and Owner's guests, lessees, servants, etc. are all responsible for their own safety and the safety of their children, and are solely responsible for any and all injuries, liabilities, damages and death sustained to themselves and/or their children within the Property. Regulations regarding the Community Pools area shall be posted in a conspicuous place in the swimming pool area. All persons using the Community Pools must shower prior to entering the Community Pools, all rubbish must be properly disposed of, any personal property brought upon Common Property must be removed, and no radios or other sound systems may be used without privacy headphones. No rafts or flotation devices are permitted when others are using the Community Pools. No food or beverage is permitted in the Community Pools, and no breakable containers are allowed anywhere on Common Property. No diving is permitted in the Community Pools. Any person using suntan lotion or oil must cover any lounge chair they are using with a towel. All infants and toddlers must wear a rubberized form-fitted or waterproof garment over a diaper while in the Community Pools. Additional regulations shall include those that are necessary to comply with the laws of the City, County or State regarding swimming pools and other public facilities, and those that are deemed necessary and reasonable by the Board from time to time to insure the proper use of the Community Pools, and related facilities on the Common Property. It shall be the responsibility of all Owners to apprise themselves of any amended and/or additional Rules and Regulations regarding the Community Pools and other facilities within the Common Property.

37. **Temporary Structures.** No structure of a temporary character, whether a trailer, tent, shack, garage, shed, barn or any other such structure, shall be placed on any Lot, except that Developer shall be permitted to erect temporary structures on the Lots and Common Property to be used in connection with and during its construction, maintenance, repair and sales activities.

38. **Use Disputes.** In the event of a dispute as to whether the use of the Property or any portion thereof complies with the covenants and restrictions contained in this Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith; provided, however, that any use by Developer of the Property or any portion thereof in accordance with Article III herein, shall be deemed a use which complies with this Declaration and shall not be subject to a determination to the contrary by the Board.

39. **Utility Easements.** Easements for the installation, maintenance and billing of Utilities are reserved as shown on the Plat, by easement, and as provided herein.

40. **Vehicular and Pedestrian Traffic.** All vehicular traffic operating upon the Property shall at all times comply with controlling governmental law, and shall at all times obey any traffic signs placed on the Property. Unless otherwise posted vehicular traffic shall adhere to a maximum speed limit of 15 mph. No wheel vehicles, including, without limitation, bicycles, mopeds, skateboards, or carriages shall be used in a manner which would interfere with vehicular or pedestrian traffic upon the Property. Except for temporary service vehicles, no vehicles shall be parked in any public street, or public right-of-way.

41. **Water Supply; Sewage Disposal.** No individual water supply system or septic tank will be permitted upon any Lot or Common Property.

42. **Window, Door and Balcony Treatments.** No awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls or doors or roof of any Residence without the prior written consent of the Board. Interior window treatments shall consist of drapery, blinds, decorative panels, or other tasteful materials, and no foil or sheets or other temporary window treatments are permitted. No windows shall be tinted and no tinted glass shall be installed, and no window/sliding door screening shall be replaced other than with screening of the same material and similar color as originally exists, without the prior written consent of the Board. Balconies, courtyards, and patios may not be enclosed, which includes screening of same, nor may anything be affixed to the walls within such balconies, courtyards or patios except with the prior written consent of the Board.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION; BOARD OF DIRECTORS OF THE ASSOCIATION

1. **Association Membership.** Every person or entity who is a record fee simple Owner of any Lot which is subject to this Declaration shall be a Member of the Association ("Member"), and all Members, collectively, shall comprise the membership ("Membership") of the Association, it being understood that for all voting purposes, there shall only be one vote for each Lot. In this regard, if there is more than one (1) record fee simple title holder for a Lot (i.e. husband and wife, etc.), the combination of record fee simple title holders of a Lot shall be considered as one (1) Member, and, therefore, entitled to one (1) vote. The forgoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to this Declaration. Ownership of a Lot shall be the sole requirement for Membership. Members shall be entitled to the benefit of, and shall be subject to, the provisions of Antilles Documents, as may be amended from time to time. The voting rights of the Members are set forth in the Articles.

2. **Board of Directors.** The Association shall be governed by the Board which shall be appointed, designated or elected, as the case may be, as set forth in the Articles.

ARTICLE VI

ARCHITECTURAL CONTROL

In order to preserve the property values and first class appearance of the Lots and Residences in a manner consistent with those of a first class residential subdivision subject to high qualitative standards, the Board shall be empowered to render decisions regarding any proposed alterations, modifications, changes, or additions to the Property, as follows:

1. **Requirement of Board Approval.** Except for: (i) structures and improvements constructed, installed or placed by or with the approval of Developer, (ii) landscaping and plantings by or with the approval of Developer, (iii) additions, alterations, modifications and changes to any of the foregoing by or with the approval of Developer (collectively referred to herein as "Developer Improvements"), which Developer Improvements are not subject to the approval of the Board, and (iv) subject to Article IV herein, non-structural decorative improvements to the interior of a Residence, no alterations, additions, modifications, changes, replacements, or improvements of any kind (collectively referred to herein as "Alterations") shall be made to any Lot, Residence or Common Property, including, without limitation, alteration of drainage areas, underground utilities, installation of screen enclosures, storm shutters, decorative shutters, awnings, exterior window treatments, window tinting, patio canopies, solar panels, entry gates, satellite dishes, or any other equipment on the exterior of a Residence, or changes to exterior painting, roof materials, exterior lighting, fences, gates, perimeter walls, exterior walls, stucco or siding materials, windows, doors, garage doors, driveways, walkways, pools and pool decks, roadways and parking areas, or landscaping, without the prior written approval of the Board.

2. **Method of Obtaining Board Approval.** In order to obtain approval of the Board, two (2) complete sets of plans and specifications for such proposed Alterations shall be submitted to the Board for its review. Such plans and specifications shall include, as appropriate, the proposed location, grade, elevations, shape, dimension, and approximate costs of the Alterations, and the nature, type and color of materials to be used for same. The Board may also require the submission of additional information and materials as may be reasonably necessary for the Board to evaluate the proposed Alterations. The Board shall evaluate all plans and specifications utilizing standards of the highest level as to the aesthetics, materials and workmanship and as to suitability and harmony of location, structures and external design in relation to surrounding topography, structures and landscaping. The Board shall have the right to require that Owner's plans and specifications be prepared by a licensed architect and/or engineer, as the case may be, and be approved by the City, County or other appropriate governmental authority.

3. **Approval or Disapproval by the Board.** The Board shall have the right to disapprove any proposed Alterations which, in its sole discretion, are not suitable or desirable for the Property. Any and all approvals or disapprovals of the Board shall be in writing and shall be sent to the applicant/Owner, and shall be binding. In the event the Board fails to approve or to disapprove in writing any proposed Alterations within thirty (30) days after submission to the Board of complete plans and specifications for the proposed Alterations, and any and all other reasonably requested information and materials related thereto, then said proposed Alterations, as set forth in the plans and specifications submitted to the Board, shall be deemed to have been approved by the Board and the appropriate written approval delivered forthwith.

4. **Board to Adopt Rules and Regulations.** The Board shall promulgate such further rules and regulations as it deems necessary, and shall adopt a schedule of reasonable fees for the processing of applications to the Board which rules, regulations and fees shall be subject to the approval of the Board.

ARTICLE VII

MAINTENANCE OBLIGATIONS OF THE ASSOCIATION.

The Association shall maintain, repair and replace at the Association's expense:

1. **Common Property.** The Association shall be responsible for the maintenance, repair and replacement of all Common Property and any improvements thereon and thereto, and any personal property owned by the Association, in a manner consistent with a first-class residential subdivision.

2. **Utilities.** The Association shall maintain all potable water supply lines, sanitary sewer lines, fire sprinkler water supply lines, including meters and control devices for same, within the Property that are not maintained by the City, County or other governmental authority.

3. **Landscaping, Irrigation, Lakes.** The Association shall operate and maintain all landscaping, irrigation systems and water management systems within all Lots and Common Property, including, without limitation, all grass, plants, trees, irrigation systems, sprinkler heads, timer devices, and storm water management and drainage systems and lakes situated thereon, whether same may be situated upon the Lots or Common Property.

4. **Surface Water or Stormwater Management System.**

a. **Definitions.** "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

b. **Duties of Association.** Pursuant to requirements of the St. Johns River Water Management District ("SJRWMD"), the Association has accepted responsibility for the operation and maintenance of the SJRWMD system located within the Common Property ("SJRWMD System"). Any proposed amendment to the Antilles Documents which would affect the SJRWMD System will be submitted to the SJRWMD for a determination of whether the proposed amendment necessitates a modification to the SJRWMD permit issued for the Property. Copies of the SJRWMD Permit and any future permit modifications shall be maintained by the Association's Registered Agent for the Association's benefit. The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system within the Property. Maintenance of the surface water or stormwater management system(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the SJRWMD. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the SJRWMD.

c. **Covenant for Maintenance Assessments for Association.** Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including but not limited to work within retention areas, drainage structures and drainage easements.

d. **Easement for Access and Drainage.** The Association shall have a perpetual non-exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any lot which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the SJRWMD permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system, including buffer areas or swales, without the prior written approval of the SJRWMD.

e. **Amendment.** Any amendment to the Covenants and Restrictions which alter any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior approval of the SJRWMD.

f. **Enforcement.** The SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants and Restrictions which relate to the maintenance, operation and repair of the surface water or stormwater management system.

g. **Swale Maintenance (if applicable).** Developer has constructed a drainage swale(s) ("Drainage Swale") upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time. Each lot owner, including builders, shall be responsible for the maintenance, operation and repair of the swales on the lot. Maintenance, operation and repair shall mean the exercise of practices,

such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the SJRWMD. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Drainage swale is located.

5. **Walls and Fences.** The Association shall maintain, repair and replace all site walls, fences, gates, installed or placed on the Property by Developer or by the Association and located upon the Common Property.

6. **Exterior Lights and Electrical Installations.** The Association shall maintain, repair and replace all exterior lighting fixtures upon the Common Property and all electrical installations and devices situated on Common Property, including wiring and components, photocell and timer devices, and light bulbs.

7. **Private Roads, Driveways and Sidewalks.** To the extent not maintained by the City, County, or other governmental authority, the Association shall maintain, repair and replace all roadways, curbing, sidewalks and driveways situated upon the Common Property (collectively referred to herein as "Paved Areas"); provided, however, any damage to the Paved Areas, including, without limitation, oil and other stains from motor vehicles, and motorcycle kickstands and the like, shall be the sole responsibility of the Owner of the motor vehicle or motorcycle causing such damage and/or the Owner to whom the motor vehicle or motorcycle owner was a guest, tenant or invitee, to repair, and, in the event such repair is not promptly undertaken, the Association shall repair same at Owner's expense.

8. **Signs.** The Association shall maintain, repair and replace all vehicular traffic signs and property identification signs installed or placed on any part of the Property by Developer or the Association which are not maintained by the City, County or other governmental authority.

9. **Gatehouse and Security Features.** The Association shall maintain and repair the all aspects of the entry gates, gatehouse, entry call-box systems, and security for the Common Property.

10. **Recreational Amenities.** The Association shall maintain and repair the all aspects of the recreational amenities and facilities and improvements within the Common Property, including, without limitation, the clubhouse, swimming pool, bathrooms, tennis courts, children's play areas, conservation areas, and the like.

11. **Garbage and Recycling.** The Association shall provide for the removal of garbage and recycling materials for each Lot and the Common Property pursuant to rules enacted by Board. Owners shall be responsible for neatly stacking garbage and recycling materials for pick-up in clean and appropriate containers, and promptly removing garbage and re-cycling containers from their driveways after pickup.

12. **Damage Caused By Owner.** In the event any Owner, or Owner's family, guests, invitees, contractors, servants or tenants, causes any damage to any property which is the responsibility of the Association to maintain, repair and replace, such Owner will be responsible for all costs associated with repairing such damage, and the Association shall have the right to levy a Special Assessment for the cost thereof against such Owner.

13. **Disputes.** In the event of any dispute concerning the Association's obligations under the provisions of this Article VII, the dispute shall be resolved through arbitration conducted by the American Arbitration Association and governed by the rules and regulations of the American Arbitration Association, and the prevailing party shall be entitled to recover all attorneys' fees and costs.

ARTICLE VIII

MAINTENANCE OBLIGATIONS OF OWNERS

The maintenance and repair obligations of Owners shall be as follows:

1. **Lots and Residences.** To keep and maintain the Lots and Residences, and the fixtures, appliances, equipment, paving, swimming pools, exterior finishes (including, without limitation, painting, roofing, trim, light fixtures, shutters, etc.), interior finishes, and appurtenances and improvements thereon and therein, in good order, appearance, condition and repair, consistent with the appearance of a first class residential subdivision subject to high qualitative standards, and to perform promptly (or notify the Association if Association obligation for repair or maintenance) all maintenance and repair work on the Lot and within the Residence which, if omitted, would affect the overall appearance and condition of the Lot or Residence, or a Lot and Residence owned by other Owners, and Owners shall be expressly responsible for the damages and liabilities which Owner's failure to do so may engender.

2. **Owner's Liability.** In the event any Owner: (i) fails to perform the responsibilities as set forth in this Article VIII, or (ii) causes any damage to any improvement which the Association has the responsibility to maintain, repair or replace; or (iii) undertakes unauthorized improvements, additions or alterations to a Lot or Residence, the Association, upon the affirmative majority vote of the Board and ten (10) days prior written notice to Owner, shall have the right, through its agents and employees, to enter upon such Lot and/or in such Residence where such violation exists, to cause the required maintenance and/or repairs to be performed, or, as the case may be, to summarily remove any unauthorized improvements, additions or alterations at the expense of the Owner; provided, however, that the Association shall then at the expense of the Owner, make the necessary repairs, construction, etc. to insure that the property and improvements where such violation occurred is restored to the same condition which existed prior to such violation, and any such entry, abatement, removal or restoration and construction work shall not be deemed a trespass, and all costs associated therewith, plus reasonable overhead/administrative costs to the Association, shall be assessed against such Owner as a Special Assessment.

ARTICLE IX

COVENANT FOR MAINTENANCE ASSESSMENTS

1. **Purpose of Assessments.** Assessments, as hereinafter defined, levied by the Association shall be used exclusively for promoting the health, safety, welfare, and enjoyment of the residents of the Property, and, in particular, for the improvement, maintenance and operation of the Property, and the services and facilities devoted to this purpose, and related to the use, enjoyment and preservation of the Common Property; for maintenance of the stormwater system; and for the payment of Operating Expenses, as hereinafter defined, and capital improvements and other expenses as hereinafter set forth.

2. **Affirmative Covenant to Pay Assessments.**

a. In order to fulfill the terms, provisions, covenants and conditions contained in this Declaration, and to maintain, operate and preserve the Property for all Owners, there is hereby imposed upon each Owner the affirmative covenant and obligation to pay to the Association, in the manner hereinafter set forth, all Assessments, as hereinafter provided, including Annual Assessments and Special Assessments, as hereinafter provided. The affirmative covenant and obligation to pay Assessments shall run with the land which constitutes the Property.

b. All Owner's acknowledge by acceptance of a deed or other instrument of conveyance for any Lot within the Property (whether or not it shall be so expressed in any such deed or other conveyance instrument), that the Owners of each Lot are liable to the Association for the payment of: (i) annual assessments or charges (collectively referred to herein as "Annual Assessments") of budgeted Operating Expenses, as hereinafter defined, and (ii) non-budgeted expenses for capital improvements and budget deficiencies (collectively referred to herein as "Special Assessments"). Annual Assessments and Special Assessments may be collectively referred to herein as "Assessments". Such Owners further recognize and covenant that they are jointly and severally liable with the Owners of all Lots for the Assessments, and that in the event Owners fail or refuse to pay their Annual Assessments or any portion thereof or their respective portions of any Special Assessments, the other Owners may be responsible for increased Annual Assessments or Special Assessments due to the nonpayment by such Owners, and such increased Annual Assessments or Special Assessments can and may be enforced by the Association and/or the Developer in the same manner as all other

Assessments, as provided in this Declaration. Assessments shall be billed to the Owners on a monthly or quarterly basis, as determined by the Board.

3. Establishment of Liens.

a. All Assessments made by the Association in accordance with the provisions of this Declaration or any of Antilles Documents, together with late charges, interest thereon at the highest rate allowed by law and all costs of collection thereof, including, without limitation, reasonable attorneys' fees and court costs, are hereby declared to be a charge and continuing lien upon the Lot against which each such Assessment is made. All Assessments against a Lot, together with late charges, interest thereon at the highest rate allowed by law and all costs of collection thereof, including attorneys' fees and costs, shall be the joint and several personal obligation of the person(s) or entity(s) who was the Owner of such Lot at the time the Assessment fell due, and the personal obligation for delinquent Assessments shall not pass to successors in title unless expressly assumed by them.

b. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of Indian River County of a written acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by such lien, the party making payment shall be entitled to a satisfaction of the lien in recordable form. Notwithstanding any provision to the contrary herein, where Lenders of record obtain title to a Lot as a result of foreclosure of its mortgage or deed in lieu of foreclosure of its mortgage, such acquirer of title, its successors or assigns, shall not be liable for the share of Assessments pertaining to such Lot or chargeable to the former Owner thereof which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the Assessment against the Lot in question is secured by a claim of lien for Assessment that is recorded prior to the recordation of the mortgage which was foreclosed or with respect to which a deed in lieu of foreclosure was given.

4. Collection of Assessments. In the event any Owner shall fail to pay Assessments, or any installment thereof, charged to such Owner within fifteen (15) days after the same becomes due, the Association, through its Board, shall have any and all of the following remedies, to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Association:

a. To accelerate the entire amount of any Assessments for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments;

b. To advance on behalf of Owners in default funds to accomplish the needs of the Association up to and including the full amount for which such Owners are liable to the Association, and the amount or amounts of monies so advanced, together with interest at the highest allowable rate, and all costs of collection thereof including, without limitation, reasonable attorneys' fees and court costs, may thereupon be collected by the Association and such advance by the Association shall in no way waive the default;

c. To file an action in equity to foreclose its lien at any time, after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property; and

d. To file an action at law to collect said Assessment plus interest at the highest rate allowed by law, reasonable attorneys' fees and court costs, and all other collection expenses without waiving any lien rights or rights of foreclosure in favor of the Association.

5. Assessments for Unsold Property. Pursuant to Section 720.308, Florida Statutes, until the Turnover Date, Developer shall be excused from payment of its share of Operating Expenses and Assessments related to the Property that has not been conveyed to Owners, for any period of time, as Developer does hereby obligate itself to pay any Operating Expenses incurred by the Association that exceed the Assessments receivable from other Owners and any other income of the Association.

6. **Rights of Developer and Lenders to Pay Assessments and Receive Reimbursement.** Developer and Lenders shall have the right, but not the obligation, jointly or singly, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Lot within the Property. Further, Developer and Lenders shall have the right, but not the obligation, jointly or singly, and at their sole option, to pay insurance premiums or fidelity bond premiums or other required items of Operating Expenses on behalf of the Association where the same are overdue and where lapses in policies or services may occur. Developer and Lenders paying overdue Operating Expenses on behalf of the Association will be entitled to immediate reimbursement from the Association of such amounts paid by Developer or Lenders, together with interest at the highest allowable rate and any costs of collection including, without limitation, reasonable attorneys' fees and costs, and the Association shall execute an instrument in recordable form to this effect and deliver the original of such instrument to Developer and/or any Lender who is so entitled to reimbursement. With respect to collecting any such sums advanced by Developer and/or Lenders, Developer and Lenders shall have the same remedies available to the Association, as set forth in Section 4 above.

7. **Subordination of the Lien to Mortgages.** The lien of Assessments provided for herein shall be superior to all other liens except tax liens and mortgage liens, provided said mortgage liens are first liens against the property encumbered thereby (subject only to tax liens). The sale or transfer of any Lot which is subject to a mortgage, pursuant to a decree of foreclosure thereof, shall extinguish the lien of such Assessments as to payments thereof which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof.

8. **Exempt Property.** The following property subject to this Declaration shall be exempt from Assessments created herein: (i) all properties dedicated to and accepted by a local public authority, and (ii) the Common Property; provided, however, no land or improvements devoted to residential dwelling use shall be exempt from Assessments.

ARTICLE X

METHOD OF DETERMINING ASSESSMENTS

1. **Determining Amount of Assessments.** The total anticipated Operating Expenses for each calendar year shall be set forth in a budget (the "Budget") prepared by the Directors not later than November 1st of the calendar year preceding the calendar year for which the Budget is to be adopted. The total anticipated Operating Expenses (other than those Operating Expenses which are properly the subject of a Special Assessment, as hereinafter set forth), shall be equally apportioned among the Lots to determine the Annual Assessments.

2. **Uniform Rate of Assessments.** Both Annual Assessments and Special Assessments must be fixed at a uniform rate for all Lots, except where otherwise provided herein.

3. **Annual Assessment Payments.** Annual Assessments shall be payable quarterly, in advance, on the first day of each January, April, July and October of each year. Annual Assessments and the quarterly installments thereof as well as all Assessments provided for herein and all installments thereof shall be adjusted from time to time by the Board to reflect changes in the Budget or in the event the Board determines that the Assessments or any installments thereof are either less than or more than the amount actually required.

4. **Special Assessments.**

a. In addition to the Annual Assessment authorized above, the Association may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the expenses of the Association that are not provided for in the budgeted Annual Assessments, and for the cost of any capital improvement, which includes the costs, in whole or in part, of constructing or acquiring improvements, or the costs, whether in whole or in part, of reconstructing or replacing such improvements on any Lot or Residence that are the maintenance obligation of the Association, and/or the Common Property and any improvements thereon, including fixtures and personal property related thereto; provided, however, that such Special Assessment shall have the assent of

not less than two-thirds (2/3) of the Owners entitled to vote in person or by proxy at a meeting duly called for this purpose, except that no such approval need be obtained for Special Assessments for the replacement or repair of a previously existing improvement on the Property which was destroyed or damaged, it being recognized that the sums needed for such capital expenditures shall be the subject of a Special Assessment.

b. Written notice of any meeting called for the purpose of taking any action authorized under this Section 4 shall be sent to all Members not less than 30 days or more than 60 days in advance of such meeting. At such meeting, the presence of Members or of proxies entitled to cast the majority of all votes of the Members shall constitute a quorum.

c. Notwithstanding any provision to the contrary herein, it is recognized and declared that Special Assessments shall be in addition to, and are not a part of, Annual Assessments, and any such Special Assessments assessed against Owners shall be paid by such Owners in addition to Annual Assessments. Except as otherwise provided herein, Special Assessments shall be assessed in the same manner as Annual Assessments.

d. Notwithstanding any provision to the contrary herein, Special Assessments may be assessed against individual Owners to compensate the Association for undertaking maintenance and repair obligations of an Owner, and for damages caused by an Owner, as provided herein.

5. Special Assessments for Reconstruction of Buildings or Improvements.

a. Any and all sums necessary to repair, replace, construct or reconstruct any building on the Common Property damaged or destroyed by casualty that are not covered in whole or in part by insurance, and any difference between the amount of insurance proceeds received with respect to such damage and the amount of funds necessary to repair, replace, construct or reconstruct the building or improvement so damaged, shall be the subject of a Special Assessment, and the Association shall levy a Special Assessment for the funds necessary to cover such expenditure within ninety (90) days from the date such damage was incurred. The Association shall deposit into an Indian River County banking institution insured by an agency of the United States any such funds collected by Special Assessment and all insurance proceeds collected by the Association so that the funds on deposit will equal the cost of repair, replacement, construction or reconstruction of the damaged improvements, and the Association shall go forward with all deliberate speed so that such repair, replacement, construction or reconstruction shall be completed as soon as reasonably possible after the date of such damage.

b. In the event that repairs and replacements were paid for by any Special Assessment or by insurance proceeds, and after the completion of the repair, replacement or reconstruction, and after payment for same, there remains any excess funds in the hands of the Association, it shall be presumed that the funds disbursed in payment of any repair, replacement and reconstruction were first disbursed from insurance proceeds and any remaining funds shall be deemed to be remaining Special Assessments which shall be returned to the Owners by means of a prorata distribution in accordance with the collection of that Special Assessment.

c. Notwithstanding the foregoing, in the event there is any conflict between the provision of this Section and the provisions of any mortgage now or hereafter encumbering any Common Property, the provisions of any such mortgage shall control as to the property encumbered thereby.

ARTICLE XI

CAPITAL CONTRIBUTION

At the time of the closing of fee simple title to a Lot pursuant to an original sale by Developer, the purchaser thereof shall pay to the Association a sum equal to two (2) months of the Annual Assessment then in effect. These monies (hereinafter referred to as the "Capital Contribution Fund") shall be the Association's property and shall be held by the Association in an interest-bearing account with a banking institution in Indian River County and insured by an agency of the United States. The Capital Contribution Fund, and the interest accrued thereon, shall be used by the

Association through the Board, pursuant to the powers described in the Articles and By-Laws for purposes of working capital, payment of Operating Expenses, for meeting budgetary deficiencies in lieu of Special Assessments, and for the payment of Federal and State income taxes on the earnings of the Capital Contribution Fund.

ARTICLE XII

OPERATING EXPENSES

The following expenses of the Property and the Association are hereby declared to be "Operating Expenses" which the Association is obligated to assess and collect from Owners, and which Owners are obligated to pay to the Association as provided herein or as may be otherwise provided in The Antilles Documents, to wit:

1. **Taxes.** Any and all taxes levied or assessed at any time by any taxing authority upon the Common Property, and any improvements thereto or thereon, and any personal property thereon, or against any other real property within the Property which is owned by the Association, including, without limitation, real property taxes, all taxes, charges, assessments and impositions and liens for public improvements, special charges and assessments, and water drainage districts, and any other taxes or tax liens which may be assessed against the Common Property, including any interest, penalties and other charges which may accrue thereon.

2. **Utility Charges.** All charges for providing Utilities to and for the Common Property, whether supplied by a private or public firm, and all charges for providing Utilities to and for the Lots and Residences provided such Utilities are provided to all Lots and Residences, including, without limitation, water and CATV services, whether supplied by a private or public firm.

3. **Insurance.** The premiums on the policy or policies of insurance which the Board in its sole discretion determines to obtain; provided, however, that the Association shall obtain and maintain the following insurance coverage:

a. **Comprehensive Liability Insurance.** Comprehensive public liability insurance and, if appropriate, owners, landlord and tenant policies naming the Association, and, until the date upon which all Lots have been conveyed to third parties, Developer as additional insured parties thereof, which policy(s) shall insure against all claims or demands made by any person or persons whomsoever for injuries received in connection with, or arising from, the use maintenance and repair of the Common Property, and any improvements located thereon, and for any other risks insured against by such policies with limits of: (i) not less than One Million Dollars (\$1,000,000.00) for damages incurred or claimed by any one person for any one occurrence, (ii) not less than Two Million Dollars (\$2,000,000.00) for damages incurred or claimed on an annual aggregate, combined single limit basis, and (iii) not less than Two Million Dollars (\$2,000,000.00) for umbrella/excess liability coverage. Such coverage shall include, as appropriate, and without limitation, protection against water damage liability, liability for non-owned and hired automobiles, liability for property of others, host liquor liability and such other risks as are customarily covered with respect to areas similar to the Common Property in developments similar to Antilles in construction, location and use, and as customarily covered under comprehensive general liability occurrence forms.

b. **Hazard and Casualty Insurance.** Hazard and casualty insurance in an amount equal to One Hundred Ten Percent (110%) of the then full replacement cost, exclusive of land, foundations, excavation and other items normally excluded from such coverage, of all buildings and improvements now or hereafter located upon the Lots and the Common Property, such insurance to afford protection against at least the following:

(i) Loss or damage by flood, fire, windstorm, water damage, sprinkler or water leakage, debris removal, demolition, vandalism, malicious mischief, and other hazards covered by the standard extended coverage endorsement; and

(ii) Such other risks as are customarily covered with respect to the Common Property in developments similar to The Antilles in construction, location and use.

Such property and casualty insurance, including, without limitation, fire, windstorm, flood, etc. that the Board deems adequate and appropriate, but in no event shall any such coverage be less than 110% of replacement costs of all insurable improvements within the Common Property.

c. **Fidelity Insurance.** Adequate fidelity coverage to protect against dishonest acts on the part of Officers, Directors, and employees of the Association and all others who handle or are responsible for handling funds of the Association, such coverage to be in the form of fidelity bonds which: (a) name the Association as an obligee; (b) are written in an amount equal to at least 110% of the estimated annual Operating Expenses of the Association, or as deemed adequate by the Board; and (c) contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

d. **Other Insurance.** Such other forms of insurance and in such coverage as the Association shall determine to be required or beneficial for the protection or preservation of the Common Property and any buildings and improvements now or hereafter located thereon, and the Lots and the Residences, or in the best interest of the Owners and the Association.

4. **Maintenance, Repair and Replacement.** Any and all expenses required to properly maintain, repair, and replace the Common Property, and all improvements thereon, and those improvements on the Lots and Residences that are the maintenance obligation of the Association as provided in Article VII herein.

5. **Administrative and Operational Expenses.** The costs of administration for the Association in the performance of its functions and duties pursuant to The Antilles Documents including, without limitation, costs for secretarial and bookkeeping services, salaries of employees, legal and accounting fees, management fees, and contracting fees. In addition, the Association may retain a management company or companies or contractors (any of which may be, but are not required to be, a subsidiary, affiliate, or any otherwise related entity of Developer) to assist in the operation of the Common Property, or portions thereof, and to perform or assist in the performance of certain obligations of the Association under The Antilles Documents and the fees or costs of any management company or contractor so retained shall be deemed to be part of the Operating Expenses.

6. **Garbage and Recycling.** The Association shall be responsible for the costs of curbside pick-up of garbage and recycling materials for all Lots and the Common Property.

7. **Compliance with Laws.** The Association shall take such action as it determines necessary or appropriate in order to cause the Common Property, and the Lots, and all improvements thereon or thereto, to be in compliance with all laws, statutes, ordinances and regulations of any governmental authority, whether federal, state or local, including, without limitation, any regulations regarding zoning requirements, setback requirements, drainage requirement, sanitary conditions and fire hazards, and the cost and expense of such action taken by the Association shall be an Operating Expense.

8. **Indemnification.** The Association covenants and agrees that it will indemnify and hold harmless Developer from and against any and all claims, suits, actions, causes of action and/or damages arising from any personal injury, loss of life and/or damage to property sustained on or about the Property, and from and against all costs, expenses, attorneys' fees, including, without limitation, all trial and appellate levels and whether or not suit be instituted, and liabilities incurred by Developer arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments and/or decrees which may be entered thereon arising from the Association's administration, management, maintenance and/or supervision of the Property. The Association shall also indemnify Developer for any expense Developer may incur in bringing any suit or action for the purpose of enforcing the rights of Developer under any of The Antilles Documents or for compelling the specific enforcement of the terms, conditions and covenants contained in any of The Antilles Documents to be kept or performed by the Association or the Owners.

9. **Reserves.** The funds necessary to establish an adequate reserve fund (the "Reserves") for depreciation, repair, replacement and deferred maintenance of the Common Property, the facilities and improvements thereto and

thereon, and those elements of the Lots that are the maintenance obligation of the Association, as provided herein, in amounts determined sufficient and appropriate by the Board from time to time shall be an Operating Expense. The Reserves shall be deposited in a separate account at an Indian River County banking institution insured by an agency of the United States. The funds collected by the Association on account of Reserves shall be and shall remain the exclusive property of the Association and no Owner shall have any interest, claim or right to such Reserves or any fund composed of same.

10. **Failure or Refusal of Owners to Pay Assessments.** Funds needed for Operating Expenses due to the failure of refusal of Owners to pay Assessments levied shall, themselves, be deemed Operating Expenses and properly the subject of Annual Assessments.

11. **Miscellaneous Expenses.** The cost of all items of expense pertaining to or for the benefit of the Association or the Common Property, or any part thereof, not herein specifically enumerated and which is determined to be an appropriate item of Operating Expense by the Board shall be an Operating Expense.

ARTICLE XIII **GENERAL PROVISIONS**

1. **Lawful Use of Property.** Each portion of the Property will be subject to, and the Association and each Owner will conform to and observe all laws, statutes, ordinances, rules and regulations of the United States of America, the State of Florida, the County, the City, and any and all other governmental and public authorities having jurisdiction over the Property relating to the Property, any improvements thereon, or the use thereof, and no illegal or immoral purpose or use shall be permitted on the Property.

2. **Incorporation of The Antilles Documents.** Any and all deeds conveying a Lot, a Residence or any other portion of the Property shall be conclusively presumed to have incorporated therein all of the terms and conditions of The Antilles Documents, including, without limitation, this Declaration, as amended, and the Articles and By-Laws, as amended, whether or not the incorporation of the terms and conditions of Antilles Documents is specifically set forth by reference in such deed, and acceptance by the grantee of such a deed shall be deemed to be acceptance by such grantee of all of the terms and conditions of The Antilles Documents.

3. **Notices.** Any notices or other communication required or permitted to be given or delivered hereunder to any Owner shall be deemed properly given and delivered upon the mailing thereof by United States certified mail, postage prepaid, to: (i) any Owner, at the address of the person whose name appears as Owner on the records of the Association at the time of such mailing, or, in the absence of any specific address, at the address of any Residence or Lot owned by such Owner; and (ii) Developer or the Association, at 277 SE 5th Avenue, Delray Beach, Florida, 33483 until Developer or the Association shall notify Owners of a different address, or until Developer shall notify the Association of a different address, in which case, any such notice to the Association of a change in Developer's address shall be deemed effective notice to all Owners.

4. **Covenants Run With Land.** All restrictions, reservations, covenants, conditions and easements contained in this Declaration shall constitute covenants running with the land, and all grantees, devisees, or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons or entities, agree to be bound by the provisions of this Declaration, as amended, and the Articles and By-Laws, as amended.

5. **Enforcement.** The covenants and restrictions herein contained or contained in any of The Antilles Documents may be enforced by Developer, the Association, any Owner or Owners, and any Lenders in any judicial proceedings seeking any remedy recognizable at law or in equity, including damages, injunction, or any other form of relief against any person, firm or entity violating or attempting to violate any covenant, restriction or provision hereunder.

6. **Effect of Waiver of Violation.** The failure by any party to enforce any such covenant, restriction or provision of this Declaration shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision.

7. **Captions, Headings and Titles.** Article, section and paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings and titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder nor the terms and provisions of this Declaration.

8. **Context.** Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the singular shall include the plural, and the plural shall include the singular.

9. **Attorneys' Fees.** The prevailing party in any litigation or dispute associated with Antilles Documents shall be entitled to recover all costs thereof, including, without limitation, reasonable attorneys' fees, court costs, legal assistant time, expert witness fees, investigative fees, administrative costs, and all other expenses and charges billed by the attorney to the prevailing party even if not taxable court costs (including, without limitation, all such fees, costs, and expenses incident to arbitration, mediation, appellate, bankruptcy, and post-judgment proceedings incurred in any such action, proceeding or appeal, in addition to any other relief to which the party or parties may be entitled), and whether or not suit is instituted.

10. **Severability.** In the event any of the terms or provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other terms and provisions hereof, which shall remain in full force and effect and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law.

11. **Subordination.** Developer and the Association agree that their respective interests as provided for in this Declaration shall be and are subordinate to the lien, encumbrance and operation of any existing mortgages encumbering any portion of the Property (as of the date hereof), and any additional, replacement or subsequent mortgages obtained by Developer for the purpose of financing the construction of improvements upon any portion of the Property. While the provisions of this Section are self-operative, the Association nevertheless agrees to execute such instruments in recordable form as may be necessary or appropriate to evidence the foregoing subordination of its interests to any such mortgages and shall do so forthwith upon request of Developer, its successors and assigns.

12. **Amendment and Modification.** The process of amending or modifying this Declaration shall be as follows:

a. Until the Turnover Date, all amendments or modifications shall only be made by Developer without the requirement of the Association's consent or the consent of the Owners; provided, however, that the Association shall, forthwith upon request of Developer, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Developer shall, from time to time, request.

b. After the Turnover Date, this Declaration may be amended by the consent of not less than two-thirds (2/3) of all Owners entitled to vote in person or by proxy together with the approval or ratification of a majority of the Board. The aforementioned consent of the Owners may be evidenced by a writing signed by the required number of Owners at any regular or special meeting of the Association called and held in accordance with the By-Laws and evidenced by a certificate of the Secretary of the Association.

c. Amendments for correction of scrivener's error or other nonmaterial changes may be made by Developer alone until the Turnover Date, and the Board thereafter, without the consent of Owners.

d. Notwithstanding any provision to the contrary herein, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Developer, the Association or of any Lenders under this Declaration or any other of Antilles Documents without the specific written approval of Developer, the Association, or Lenders affected thereby. Further, notwithstanding any provision to the contrary contained herein, no amendment to

this Declaration shall be effective which would increase the liabilities of the then Owners or prejudice the rights of the Owners or Owner's guests, invitees, and tenants to utilize or enjoy the benefits of the Common Property unless the Owner or Owners so affected consent to such amendment in writing or unless such amendment is adopted in accordance with the procedures required for adoption of an amendment to this Declaration after the Turnover Date.

e. A true copy of any amendment to this Declaration shall be sent certified mail (herein called the "Mailing") by the Association to Developer and to all Lenders requesting notice. The amendment shall become effective upon the recording of a Certificate of Amendment to this Declaration setting forth the amendment or modification amongst the Public Records of Indian River County, but the Certificate shall not be recorded until thirty (30) days after the Mailing, unless such thirty-day period is waived in writing by Developer and all Lenders.

13. **Management and Service Contracts.** Any agreement for professional management of the Property, or any other contract for providing services to the Association, except for agreements pertaining to cable television, must provide for a term of not more than one (1) year, and any such agreement must provide for termination by either party without cause and without payment of a termination fee on ninety (90) days written notice.

14. **Developer as Owner.** Until the Turnover Date, neither Owners nor the Association shall take any action that would interfere with or undermine Developer's promotion and sale of the Lots without first obtaining Developer's written consent to any such action.

15. **Rights of Lenders.** Upon receipt by the Association from any Lender of a written request therefor from such Lender, except that there shall be no notice required from Colonial Bank, N.A., the Association shall timely send to such Lender the following notice; provided however, that the failure of the Association to send any such notice to any such Lender shall not have any effect on any meeting, act or thing which was to have been the subject of such notice nor affect the validity thereof, to wit:

(i) A copy of any notice of a meeting of the Association or of the Board which is thereafter sent to the Owner of such Lot; (ii) a copy of any Association financial statement which is thereafter sent to the Lot Owner; (iii) written notice of any termination by the Association of any professional management of the Property and the assumption by the Association of the self-management of same; (iv) thirty (30) days prior written notice of the cancellation or termination by the Association of any policies of insurance covering the Common Property or any improvements thereon, or any fidelity bonds of the Association's officers, Directors, or employees as well as copies of any notices of cancellation by others received by the Association with respect thereto; (v) written notice of any damage or destruction to the improvements located on the Common Property that gives rise to net insurance proceeds being available for distribution to the Owners of the Lots encumbered by the mortgage of such Lender; (vi) written notice of any condemnation or eminent domain proceeding or proposed acquisition arising therefrom with respect to the Common Property; (vii) written notice of any material amendment to, or the abandonment or termination of, this Declaration in accordance with the terms hereof; and (viii) written notice of any default in the performance by Owner/mortgagor of any obligations under the terms and conditions of this Declaration or the Articles or By-Laws that is not cured within sixty (60) days.

16. **Term.** This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens, benefits and liens contained herein, including, without limitation, the provisions for Assessments shall run with and bind the Property and inure to the benefit of Developer, the Association, Owners, Lenders and their respective legal representatives, heirs, successors and assigns for a term of twenty-five (25) years from the date of the recording of this Declaration among the Public Records of Indian River County, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such twenty-five (25) year term or any such ten (10) year extension, there is recorded among the Public Records of the County, an instrument signed by not less than two-thirds (2/3) of the Owners entitled to vote in person or by proxy, together with the approval or ratification of a majority of the Board, agreeing to terminate this Declaration, upon which event this Declaration shall be terminated upon the expiration of the twenty-five (25) year term or the ten (10) year extension thereof during which the termination instrument is recorded.

17. **Dissolution of the Association.** The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the Owners entitled to vote in person or by proxy together with the approval or ratification of a majority of the Board. Upon dissolution of the Association as provided herein, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets of the Association shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes. The dissolution of the Association shall be subject to the provisions of Chapter 617.05 of the Florida Statutes. In the event of dissolution of the Association for whatever reason, any Owner may petition the Circuit Court for the 15th Judicial Circuit of Florida for appointment of a receiver to manage the affairs of the dissolved Association and its properties in place and instead of the Association and to make such provisions as may be necessary for the continued management of the dissolved Association and its properties. In the event of dissolution, the property consisting of the surface water management system shall be conveyed to an appropriate agency of local government, and if such conveyance is not accepted, then the surface water management system will be dedicated to a similar non-profit corporation.

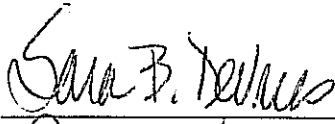
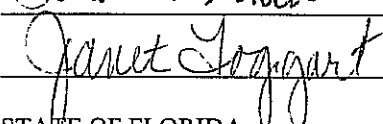
IN WITNESS WHEREOF, The Antilles Declaration of Covenants and Restrictions for Antilles Vero Beach has been signed by Developer on the day and year first above set forth.

Signed, Sealed and Delivered
in the presence of:

ANTILLES VERO BEACH, LLC
a Florida limited liability company

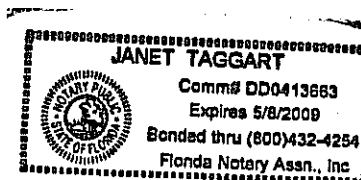
By: Ironwood Development, Inc.,
a Florida corporation, its Manager

By: 
Cary Glickstein, President



STATE OF FLORIDA)
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 5th day of August, 2005, by Cary Glickstein, as President of Ironwood Development, Inc., a Florida corporation, the Manager of ANTILLES VERO BEACH LLC, a Florida limited liability company, who is personally known to me or who did take an oath.

Print Name Janet Taggart
Notary Public, State of Florida



JOINDER AND CONSENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

The undersigned, ANTILLES VERO BEACH HOMEOWNERS' ASSOCIATION, INC., hereby joins in, and consents to, The Antilles Declaration of Covenants and Restrictions, to which this Joinder and Consent is attached.

Signed and delivered
in the presence of:

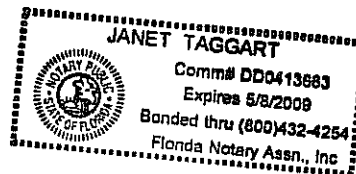
ANTILLES VERO BEACH HOMEOWNERS'
ASSOCIATION, INC., a Florida corporation
not-for-profit

Janet Taggart
STATE OF FLORIDA)
COUNTY OF PALM BEACH)

By: Cary Glickstein
Cary Glickstein, President

The foregoing instrument was acknowledged before me this 5th day of August, 2005, by Cary Glickstein, as President of ANTILLES VERO BEACH HOMEOWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, who is personally known to me or who did take an oath.

Print Name: Janet Taggart
Notary Public, State of Florida



CONSENT OF MORTGAGEE
TO DECLARATION OF COVENANTS AND
RESTRICTIONS FOR THE ANTILLES

THIS CONSENT OF MORTGAGEE is given this 8 day of August, 2005, by COLONIAL BANK, N.A. ("Mortgagee"), having an address of 140 North Federal Highway, 2nd Floor, Boca Raton, Florida 33486, being the owner and holder of the following security instrument executed by ANTILLES VERO BEACH, LLC, a Florida limited liability company ("Mortgagor"): That certain Mortgage and Security Agreement recorded in Official Records Book 1752, Page 363 ("Mortgage") of the Public Records of Indian River County, Florida assigned by Wachovia Bank, National Association to Mortgagee by that certain Assignment of Note, Mortgage and Other Loan Documents to be recorded in the Public Records of Indian River County, Florida.

WHEREAS, Mortgagor has requested Mortgagee to consent to the recording of the foregoing DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE ANTILLES (the "Declaration") to be recorded in the Public Records of Indian River County, Florida, and to subordinate the lien and operation of the Mortgage to the Declaration.

NOW, THEREFORE, Mortgagee consents to the recordation of the Declaration and agrees that the lien and operation of the Mortgage shall be subject to and subordinate to the terms of the Declaration.

Mortgagee makes no warranty or any representation of any kind or nature concerning the Declaration, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of THE ANTILLES, and Mortgagee does not assume and shall not be responsible for any of the obligations or liabilities of the "Developer" contained in the Declaration or other documents issued in connection with the promotion of THE ANTILLES. None of the representations contained in the Declaration or other documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligation on Mortgagee to any person relying thereon. Nothing contained herein shall affect or impair the rights and remedies of Mortgagee as set forth in the Mortgage.

Made as of the day and year first above written.

Witnesses:

Signature [Signature]
Printed Name Mark Somerstein

Signature [Signature]
Printed Name Cary Glickstein

COLONIAL BANK, N.A.

By: [Signature]
Printed Name: _____
Title: SVP

(CORPORATE SEAL)

STATE OF Florida)
COUNTY OF Broward) SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Michael Truitt, the SVP of COLONIAL BANK, N.A., freely and voluntarily under authority duly vested in him/her by said association. He/she is personally known to me or who has produced DL as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 8 day of August, 2005.

Notary Public

Typed, printed or stamped name of Notary Public

My Commission Expires:



Mark K. Somerstein
MY COMMISSION # DD249965 EXPIRES
September 27, 2007
BONDED THRU TROY FAIN INSURANCE, INC

Prepared by and return to:
Bruce D. Barkett, Esq.
Collins, Brown Caldwell, Barkett & Garaaglia, Chartered
756 Beachland Boulevard
Vero Beach, Florida 32963
Phone: 772.231.4343

1777268
THIS DOCUMENT HAS BEEN RECORDED
IN THE PUBLIC RECORDS OF
INDIAN RIVER COUNTY FL
BK: 2068 PG:1937, Page1 of 6
08/16/2006 at 03:47 PM,

JEFFREY K BARTON, CLERK OF
COURT

**FIRST AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
ANTILLES VERO BEACH, LLC
INDIAN RIVER COUNTY, FLORIDA**

This First Amendment to the Declaration of Covenants and Restrictions of Antilles Vero Beach, LLC (the "Amendment") is made and executed this 8th day of August, 2006.

WITNESSETH:

WHEREAS, the Declaration of Covenants and Restrictions (the "Declaration") was executed by **ANTILLES VERO BEACH, LLC**, a Florida limited liability company, (the "Developer") on August 5, 2005, and was recorded in Official Record Book 1918, Page 2026, Public Records of Indian River County, Florida; and

WHEREAS, a Joinder and Consent to Declaration of Covenants and Restrictions was executed by **ANTILLES VERO BEACH HOMEOWNERS' ASSOCIATION, INC.**, a Florida not-for-profit corporation, on August 5, 2005, and was attached to and made a part of said Declaration; and

WHEREAS, the Developer wishes to further amend the Declaration in accordance with Article XIII, paragraph 12 thereof, for the purposes set forth herein; and

NOW, THEREFORE, the Declaration is hereby amended as hereinafter set forth:

1. Article IV, Section 7, of the Declaration is hereby amended and restated, as follows:

"7. Commercial Vehicles; Boats; Trailers. No commercial vehicle, recreation vehicle, van (except for family mini-vans, pick-up trucks, and sport utility vehicles used as private passenger vehicles), boat, trailer, commercial pick-up truck or any other commercial vehicle, or any vehicle with commercial equipment in or lettering on the vehicle, or any unsightly vehicle of any kind, shall park or be parked on the Property at any time, except that service vehicles may be temporarily parked on the Property only in connection with providing services to Developer, the Association or to Owners.

2. Article IV, Section 32, of the Declaration hereby amended and restated, as follows:

32. Signs. Except for the permitted signs/advertising stated below, no signs, advertising, notice, lettering or pictures of any kind shall be exhibited, displayed, inscribed, painted, or affixed on any part of the exterior or interior of any Residence, or upon any Lot or Common Property so as to be visible from the outside of any Residence, including, without limitation, signs indicating that a Residence is for sale or for rent (i.e., "For Sale", "for Rent", "Open House", and any and all variations of such signage), including any and all real estate brokerage and marketing firms, or any "No Trespassing" signs, or any window display advertising of any kind. The only permitted signs or advertising shall be: (a) directional or traffic signs installed by Developer or appropriate governmental authority; (b) address plates installed by Developer, or replacements for all Residences as approved by the Board; (c) standard issue security monitoring signs, which are approved by Developer or the Board; and (d) promotional display signs or banners used by Developer in connection with its development and marketing activities.

Since all such unauthorized signage immediately undermines the aesthetics and security of the Project, and since Owner has been advised that placement of such unauthorized signage is prohibited, (1) any violation of this restrictive covenant is punishable by a fine of up to One Hundred and No/100 Dollars (\$100.00) per day, from the first day the unauthorized sign was erected, and (2) Owner hereby authorizes Developer, Developer's agents and employees, the Board, or agents and employees of the Association to remove any such unauthorized signs without notification to Owner of such sign removal, and Owner hereby agrees that Owner shall not have any claim against any of the above-referenced parties for removing any such unauthorized signs.

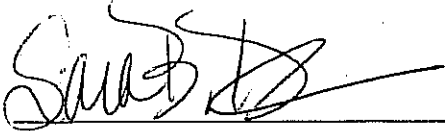
3. Article IV of the Declaration is further amended by adding Section 43, as follows:

43. Open House Marketing. No Owner (other than Developer), nor any agent, broker, employee, or family member of any Owner shall be permitted to conduct "Open House" activities on any Lot/Residence within the Project, including, without limitation, the placement of any "Open House" or similar signage (as proscribed in Section 32 above) within the Project, and the promotion or advertisement of such "Open House" activities by other means which encourages visitors to Owner's Lot or Residence is also prohibited.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

ANTILLES VERO BEACH, LLC,
a Florida limited liability company



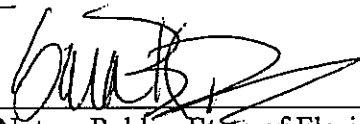
SARA DEVRIES

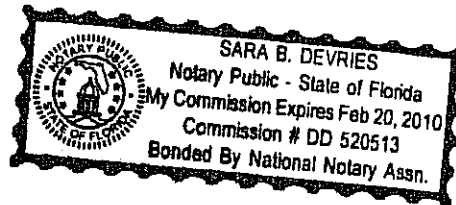
By: Ironwood Development, Inc.,
a Florida corporation, its Manager


By: Cary Glickstein, President

**STATE OF FLORIDA
COUNTY OF PALM BEACH**

The foregoing instrument was acknowledged before me this 8th day of August, 2006, by CARY GLICKSTEIN, President of Ironwood Development, Inc., a Florida corporation, the Manager of ANTILLES VERO BEACH, LLC, a Florida limited liability company, on behalf of the limited liability company. He is personally known to me or produced _____ as identification.

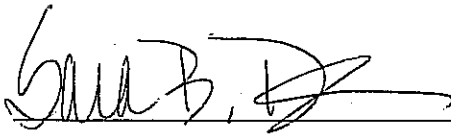


Notary Public, State of Florida at Large
My Commission expires:

**JOINDER AND CONSENT TO FIRST AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS**


The undersigned, ANTILLES VERO BEACH HOMEOWNERS' ASSOCIATION, hereby joins in and consents to, the First Amendment to The Antilles Declaration of Covenants and Restrictions, to which this Joinder and Consent is attached.

Signed, sealed and delivered
in the presence of:



SARA DEVRIES

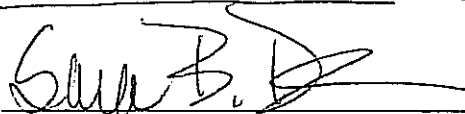
ANTILLES VERO BEACH HOMEOWNERS'
ASSOCIATION, INC., a Florida
not-for-profit corporation

By: 

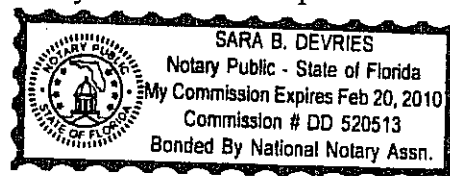
Cary Glickstein, President

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 7th day of August, 2006,
by CARY GLICKSTEIN, President of ANTILLES VERO BEACH HOMEOWNERS'
ASSOCIATION, INC., a Florida corporation. He is personally known to me or produced
_____ as identification.



Notary Public, State of Florida at Large
My Commission expires:



CONSENT OF MORTGAGEE
TO FIRST AMENDMENT TO DECLARATION OF
COVENANTS AND RESTRICTIONS FOR THE ANTILLES

THIS CONSENT OF MORTGAGEE is given this 8 day of AUGUST, 2006, by COLONIAL BANK, N.A. ("Mortgagee"), having an address of 140 North Federal Highway, 2nd Floor, Boca Raton, Florida 33486, being the owner and holder of the following security instrument executed by ANTILLES VERO BEACH, LLC, a Florida limited liability company ("Mortgagor"): That certain Mortgage and Security Agreement recorded in Official Records Book 1752, Page 363 ("Mortgage") of the Public Records of Indian River County, Florida assigned by Wachovia Bank, National Association to Mortgagee by that certain Assignment of Note, Mortgage and Other Loan Documents to be recorded in the Public Records of Indian River County, Florida.

WHEREAS, Mortgagor has requested Mortgagee to consent to the recording of the foregoing FIRST AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS FOR THE ANTILLES (the "First Amendment to Declaration") to be recorded in the Public Records of Indian River County, Florida, and to subordinate the lien and operation of the Mortgage to the First Amendment to Declaration.

NOW, THEREFORE, Mortgagee consents to the recordation of the First Amendment to Declaration and agrees that the lien and operation of the Mortgage shall be subject to and subordinate to the terms of the First Amendment to Declaration.

Mortgagee makes no warranty or any representation of any kind or nature concerning the First Amendment to Declaration, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of THE ANTILLES, and Mortgagee does not assume and shall not be responsible for any of the obligations or liabilities of the "Developer" contained in the First Amendment to Declaration or other documents issued in connection with the promotion of THE ANTILLES. None of the representations contained in the First Amendment to Declaration or other documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligation on Mortgagee to any person relying thereon. Nothing contained herein shall affect or impair the rights and remedies of Mortgagee as set forth in the Mortgage.

[THIS SPACE INTENTIONALLY LEFT BLANK]

Made as of the day and year first above written.

Witnesses:

COLONIAL BANK, N.A.

Signature: Jennifer Evans
Printed Name: JENNIFER EVANS

By: [Signature]
Printed Name: James Nugent
Title: Vice - President

Signature: Mary Terranova
Printed Name: MARY TERRANOVA

STATE OF FLORIDA)
) SS:
COUNTY OF BROWARD)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by JAMES NUGENT, the V.P. of COLONIAL BANK, N.A., freely and voluntarily under authority duly vested in him/her by said association. He/she is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this 8 day of AUGUST, 2006.

Mary L. Terranova
Notary Public



MARY L. TERRANOVA
MY COMMISSION # DD 485460
EXPIRES: December 25, 2009
Bonded Thru Budget Notary Services

Typed, printed or stamped name of Notary Public
My Commission Expires:

RETURN TO: *Bruce Barlett, Esq.*
COLLINS, BROWN & CALDWELL
P.O. BOX 64-3686
VERO BEACH, FL 32964

Prepared By and Return To:
Ironwood Development, Inc.
277 SE 5th Avenue
Delray Beach, FL 33483

1794133
THIS DOCUMENT HAS BEEN RECORDED
IN THE PUBLIC RECORDS OF
INDIAN RIVER COUNTY FL
BK: 2094 PG:931, Page 1 of 3
10/26/2006 at 04:11 PM,

JEFFREY K BARTON, CLERK OF
COURT

**SECOND AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
ANTILLES VERO BEACH, LLC
INDIAN RIVER COUNTY, FLORIDA**

This Second Amendment to the Declaration of Covenants and Restrictions of Antilles Vero Beach, LLC (the "Amendment") is made and executed this 10th day of October, 2006.

WITNESSETH:

WHEREAS, the Declaration of Covenants and Restrictions (the "Declaration") was executed by **ANTILLES VERO BEACH, LLC**, a Florida limited liability company, (the "Developer") on August 5, 2005, and was recorded in Official Record Book 1918, Page 2026, Public Records of Indian River County, Florida; and

WHEREAS, a Joinder and Consent to Declaration of Covenants and Restrictions was executed by **ANTILLES VERO BEACH HOMEOWNERS' ASSOCIATION, INC.**, a Florida not-for-profit corporation, on August 5, 2005, and was attached to and made a part of said Declaration;

WHEREAS, the First Amendment to Declaration of Covenants and Restrictions was executed by Developer on August 8, 2006, and was recorded in Official Record Book 2068, Page 1937, Public Records of Indian River County, Florida; and

WHEREAS, the Developer wishes to further amend the Declaration in accordance with Article XIII, Section 12 thereof, for the purposes set forth herein; and

NOW, THEREFORE, the Declaration is hereby amended as hereinafter set forth:

1. Article IV, Section 27, of the Declaration is hereby amended, as follows:

27. **Pets.** Except as provided under the rules and regulations promulgated by the Board from time to time, no Owner shall keep, raise or breed any pet or other animal of any kind on the Property, except that Owners may keep typical interior pets such as fish, turtles, etc. that do not live outside of their containment, and except that a total of three (3) typical household pets may be kept within an Owner's Residence, provided there shall never be more than two (2) dogs within an Owner's Residence, and provided that the animals are not kept, bred or maintained for any commercial purposes, and that they do not cause an unreasonable nuisance or annoyance to any other Owners. However, under no circumstances may any breed of dog commonly known as Pit Bull, Rottweiler, or Doberman Pinscher be permitted on the Property. Under no circumstances shall any pet birds capable of uttering sounds be allowed outside of any Residence. The Board, in its sole discretion, shall have the right to require any pet to be removed from the Property which causes an unreasonable source of annoyance to any Owner, or if the Rules and Regulations are violated with respect to any pet. In this regard, if a dog, cat, bird or any other animal, becomes a nuisance or annoyance to any other Owner by barking, other noise, odors, waste deposits, contact with other pets on adjacent Lots, or otherwise, in the sole and absolute discretion of the Board, the Owner thereof must cause the problem to be immediately corrected. If the problem is not so immediately corrected, in the sole discretion of the Board, the Owner, upon written notice by the Board, will be required to permanently remove the animal/pet from the Property. All dogs must be carried or kept on a leash when outside the Residence. With the exception of a pet cat, which may be left outside without being carried or on a leash, shall not be allowed off the Owner's Lot, no other pet shall be left outside a Residence. No pets are allowed upon or within recreational amenities located on Common Property. Owners shall immediately pick-up and remove any solid waste deposited by his/her pet.


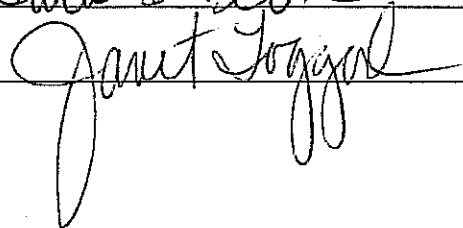
IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered
in the presence of:

ANTILLES VERO BEACH, LLC,
a Florida limited liability company

By: Ironwood Development, Inc.,
a Florida corporation, its Manager

By: 
Cary Glickstein, President

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 12 day of October 2006, by CARY GLICKSTEIN, President of Ironwood Development, Inc., a Florida corporation, the Manager of ANTILLES VERO BEACH, LLC, a Florida limited liability company, on behalf of the limited liability company. He is personally known to me or produced _____ as identification.

Sara B. Devries
Notary Public, State of Florida at Large
My Commission expires: SARA B. DEVRIES
Notary Public - State of Florida
My Commission Expires Feb 20, 2010
Commission # DD 520513
Bonded By National Notary Assn.

**JOINDER AND CONSENT TO FIRST AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS**

The undersigned, ANTILLES VERO BEACH HOMEOWNERS' ASSOCIATION, hereby joins in and consents to, the Second Amendment to The Antilles Declaration of Covenants and Restrictions, to which this Joinder and Consent is attached.

Signed, sealed and delivered
in the presence of:

ANTILLES VERO BEACH HOMEOWNERS'
ASSOCIATION, INC., a Florida
not-for-profit corporation

Sara B. Devries
Janet Joyner

By: [Signature]
Cary Glickstein, President

STATE OF FLORIDA
COUNTY OF PALM BEACH

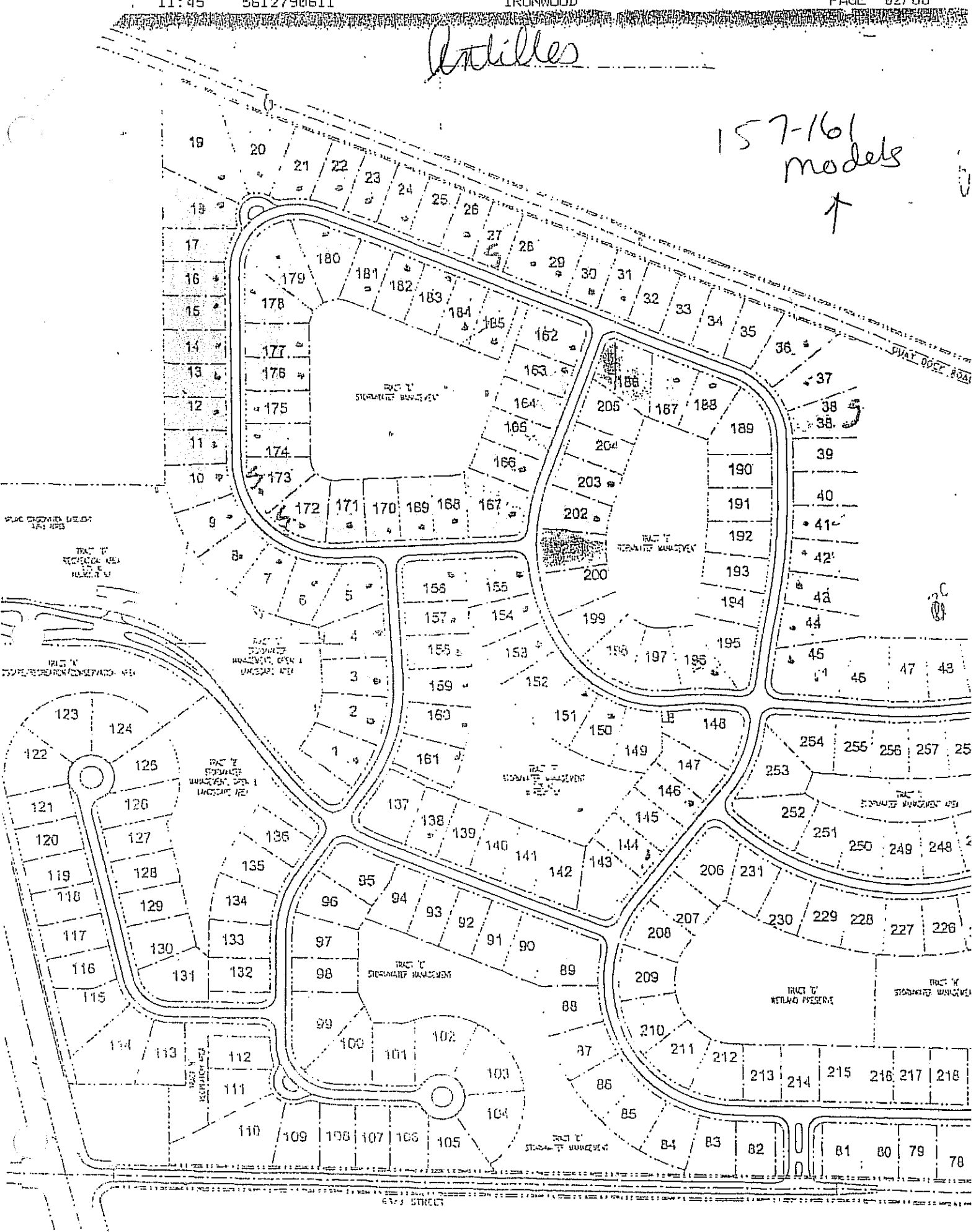
The foregoing instrument was acknowledged before me this 12 day of October 2006, by CARY GLICKSTEIN, President of ANTILLES VERO BEACH HOMEOWNERS' ASSOCIATION, INC., a Florida corporation. He is personally known to me or produced _____ as identification.

Sara B. Devries
Notary Public, State of Florida at Large
My Commission expires:

SARA B. DEVRIES
Notary Public - State of Florida
My Commission Expires Feb 20, 2010
Commission # DD 520513
Bonded By National Notary Assn.

Antilles

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